

Submitted By _____



Bidder _____

Address _____

License No. _____

Classification _____

Expires _____

Shelby County Tennessee

Contract Documents

For

**ENGINEERING AND INSTALLATION OF LOW
PRESSURE SEWER SYSTEM IN COTTON CREEK
SUBDIVISION AREA OF SHELBY COUNTY,
TENNESSEE**

MAY 22, 2009

Office of the Shelby County Engineer
160 N. Main Street, Suite 350
Memphis, Tennessee 38103

**ENGINEERING AND INSTALLATION OF A LOW PRESSURE SEWER SYSTEM
IN THE COTTON CREEK SUBDIVISION AREA OF
SHELBY COUNTY, TENNESSEE**

INDEX

SECTION A – REQUEST FOR PROPOSAL (Shelby County Purchasing Dept.)

SECTION B - EOC CONTRACT COMPLIANCE REQUIREMENTS

Section B-1: NON-DISCRIMINATION ACT

SECTION C – PROPOSAL (Contract, Contract Bond, Contract Requirements)

SECTION D – DESIGN REQUIREMENTS

SECTION E –SPECIAL PROVISIONS

Unbalanced Bids - - - - -	102B
Approval of Shop Drawings - - - - -	105A
Pre-Construction Submittal Requirement - - - - -	105.05
Schedule of Work- - - - -	105.06
Damage to Service Lines - - - - -	105.07A
Complaints- - - - -	107.15

SECTION F - GENERAL REQUIREMENTS AND CONDITIONS

SECTION A

SHELBY COUNTY GOVERNMENT

ENGINEERING DEPARTMENT

REQUEST FOR PROPOSAL

**ENGINEERING AND INSTALLATION OF
LOW PRESSURE SEWER SYSTEM IN
COTTON CREEK SUBDIVISION AREA OF
SHELBY COUNTY, TENNESSEE**



Shelby County

Tennessee
Mayor

A C Wharton, Jr.,

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, Suite 550
Memphis, TN 38103

Issued: May 6, 2009

Due: May 22, 2009 @ 2:30 p.m. (Central Standard Time)

RFP # 09-004-77

ENGINEERING & INSTALLATION OF LOW PRESSURE SEWER SYSTEM IN COTTON CREEK SUBDIVISION AREA OF SHELBY COUNTY, TENNESSEE

Shelby County Government is soliciting proposals for the provision of Construction Services to provide Engineering and Installation of Low Pressure Sewer System in Cotton Creek Subdivision Area of Shelby County. The RFP is located on the County's website at www.shelbycountyttn.gov. Go to "Purchasing Bids" under Online Services on the home page to locate the above described RFP.

A Mandatory pre-bid conference will be held at 10:00 A.M., Monday May 18 2009 at the following location, Shelby County Engineer, 160 North Main Street, Conference Room 350, Memphis, Tennessee 38103.

Note: The Pre-Bid Conference Will Start Promptly at 10:00 A.M. And Vendors' Arriving After This Time Will Not Be Allowed To Attend or Bid On The Project.

All bids will be opened and publicly read by Shelby County Government at the time mentioned below in the Purchasing Department, Suite 550, 160 North Main Street, Memphis, Tennessee 38103.

The proposal, as submitted, should include all estimated cost related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Respondents requesting additional information or clarification are to contact, Nelson Fowler at nelson.fowler@shelbycountyttn.gov.

Proposals must be received in the office of the Administrator of Purchasing **no later than 2:30 p.m. on Friday, May 22, 2009**. Proposals should be addressed to:

Nelson Fowler, Manager A
Shelby County Government
160 N. Main, Rm. 550
Memphis, TN 38103

The package containing the original proposal (clear identified as original) and two (2) copies of your proposal must be sealed and marked with the Proposers name and "**CONFIDENTIAL, "Engineering and Installation of Low Pressure Sewer System in Cotton Creek", RFP # 09-004-77**" noted on the outside.

Sincerely,

Nelson Fowler, Manager A
Purchasing Department Shelby County Government

cc: Ahmad Nemati, Shelby County Engineer Department

TABLE OF CONTENTS

- I. INTRODUCTION
- II. MINIMUM PROPOSER REQUIREMENTS
- III. CORRESPONDENCE
- IV. PROPOSAL SUBMISSION DEADLINE
- V. PROPOSAL TIMELINE
- VI. PROPOSAL CONDITIONS
- VII. GENERAL REQUIREMENTS AND INFORMATION
- VIII. AWARD OF CONTRACT
- IX. GRATUITY DISCLOSURE FORM
- X. NOTICE TO BIDDERS

Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

I. INTRODUCTION

Shelby County Government is soliciting proposals for the provision of Construction Services to provide for Engineering and Installation of Low Pressure Sewer System in Cotton Creek Subdivision Area of Shelby County, Tennessee. The RFP is located on the County's website at www.shelbycountyttn.gov.

II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Be a licensed Civil Engineer in the State of Tennessee with experience designing septic systems and low pressure piping collection systems for residential applications.
2. The contractor for this project must demonstrate that he is a licensed utility contractor and licensed septic installer in the State of Tennessee with experience in the installation of residential septic systems, pump tanks and low pressure piping.
3. Must have a current EOC number at the moment of the bid opening
4. Return Attachment 1, Bid Form with your bid.
5. Meet all other requirements for the performance of the Services in accordance with the provisions of this RFP.
6. Have a current State of Tennessee Contractor License
7. The successful contractor must be able to submit a performance/labor material bond separate bonds each in the amount of 100% of the amount of the contract.
8. Firms located within the boundaries of Shelby County are required to have a current Shelby County Business License or be considered exempt from the license requirement by the Shelby County Clerks Office.
9. Must attend our pre-bid conference.
10. Must submit LOSB Form B with their bid and attached to the out side of the envelope.
11. Also see Item K page 22 for other documents that must be submitted with your bid.
12. Submit a 5% Bid Bond with their bid.
13. Adhere to all Title VI requirements and provide proof/documentation.
14. Adhere to the requirements of the "Living Wage Ordinance #328".
15. A written statement of compliance to Title VI and the Living Wage Ordinance must be provided with your response. Please see page 6, item G for the Living Wage Ordinance.

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Nelson Fowler, Manager A
Shelby County Government
160 N. Main St. Suite 550
Memphis, TN 38103
(901) 545-4360**

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at nelson.fowler@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for

the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS OUTSIDE OF OUR PRE-BID CONFERENCE WILL NOT BE ANSWERED. The deadline for submitting questions will be Wednesday May 20, 2009 at 12:00 p.m.***

These guidelines for communication; have been established to ensure a fair and equitable process for all respondents. Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County or its benefit administrators regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION DEADLINE

All proposals must be received at the address listed above no later than 2:30 pm on Friday, May 22,, 2009. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	May, 6, 2009
Pre-Bid Conference	Monday, May 18, 2009 at 10:00 AM
Note:	The Pre-Bid Conference is Mandatory
Proposal Due Date	Friday, May 22, 2009 at 2:30 PM
Notification of Award	June, 2009

The County may reproduce any of the Proposers proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposers responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposers responsibility.

E. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

F. Proposal Validity.

Proposals submitted hereunder will be firm for one hundred twenty (120) calendar days from the due date unless otherwise qualified.

G. Living Wage

Shelby County Government Ordinance # 328 "Living Wages" is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (*please do not forget to download ALL the additional attachments*).

H. LOSB

**SHELBY COUNTY GOVERNMENT
LOCALLY OWNED SMALL BUSINESS (LOSB) PROGRAM
FOR CONSTRUCTION SERVICES**

**Engineering and Installation of
Low Pressure Sewer System in Cotton Creek Subdivision Area of Shelby
County**

General

Shelby County Government is committed to a policy of non-discrimination pursuant to the Equal Protection provisions of the United States Constitution. It is further the policy of Shelby County that its purchasing and contracting practices encourage the use of Locally-Owned Small Businesses (LOSB's) in all solicitations. In furtherance of these policy objectives, Shelby County seeks to afford all citizens equal opportunities to do business on county contracts and to ensure that all bidders, proposers, or Contractors doing business with Shelby County provide to LOSB's, maximum practicable opportunities, commensurate with availability, price and capabilities required, to participate on contracts which are paid for, in whole or in part, with monetary appropriations from Shelby County.

Shelby County seeks to prevent discrimination against any person or business in pursuit of these opportunities on the basis of race or gender. Shelby County will conduct its contracting and purchasing programs so as to discourage any discrimination and will actively seek to resolve all claims of discrimination brought against Shelby County or any Contractors involved in such contracting and purchasing programs.

Shelby County has determined that 20% of the contract sum will be contracted with LOSB vendors. For assistance and information regarding LOSB participation, Bidders shall contact:

Ms. Doris Vester
Office of Equal Opportunity Compliance
Board of Commissioners of Shelby County
160 North Main Street, Suite 969
Memphis, Tennessee 38103
Phone: 901-545-4336
Fax: 901-545-3473
E-mail: Doris.Vester-Mickens@shelbycountyttn.gov

Definitions

The definitions used in this document are as follows:

1. **"Bidder" or "Proposers"** means any person, firm, partnership, association, or joint venture seeking to be awarded a contract or subcontract to provide goods, commodities or services.
2. **"Certification" or "Certified"** means a Business that is certified by Shelby County Government under the LOSB program.
3. **"Commercially useful function"** means being responsible for the management and performance of a distinct element of the total work.
4. **"Contractor"** shall mean any person or business enterprise that submits a bid or proposal to provide labor, goods or services to Shelby County by contract for profit in the area of construction or construction-related activities; and, any person or firm who supplies or provides labor, goods or services to Shelby County by contract for profit.
5. **"Efforts to Achieve LOSB Participation"** means that the Contractor will solicit LOSB Participation with respect to the procurement and will consider all sub-bids and quotations received from LOSB's. When a subcontract is not awarded to the LOSB, the Contractor must document the reason(s) the award was not made and substantiate that documentation in writing pursuant to the provisions of this Program.
6. **"Locally Owned Small Business (LOSB)"** means a business whose home office is located in Shelby County, whose annual revenues do not exceed \$3,000,000 and who has been certified by Shelby County Office of Equal Opportunity Compliance.
7. **"Non-LOSB"** means a business which is not certified as a LOSB.
8. **"Unavailable"** means either that: (1) there is no LOSB providing goods or services requested; or, (2) no LOSB submitted a bid.

Requirements and Compliance

All firms or entities seeking to become Contractors as outlined herein are required to make good faith efforts to achieve LOSB participation when submitting a proposal or bidding on Shelby County procurements. Bidders and Proposers shall not discriminate on the basis of race or gender when soliciting bids in the performance of Shelby County's procurements. Discrimination complaints brought to the attention of Shelby County Office of Equal Opportunity Compliance (or its designee) will be reviewed and investigated to the extent necessary to determine the validity of such complaints and what actions, if any, should be taken by Shelby County.

Policies and Procedures

Shelby County may adopt policies and procedures as necessary to carry out and implement its powers and duties with regard to the LOSB Program. It is the goal of Shelby County to encourage participation by LOSB's and to adopt rules and regulations which achieve to the greatest extent possible a level of participation by LOSB's taking into account the total number of all Contractors and suppliers. Therefore, Shelby County will review each procurement request to determine the maximum potential for utilization of LOSB's. This review is based on the availability of qualified LOSB's providing goods or services as it relates to the scope of the bid or procurement process. The following procedures may be utilized during the procurement process.

1. Pre-Bid Activity

a. Bid Language

Shelby County may insert language into each bid specification describing the LOSB Program to assure that all prospective bidders are aware of the requirements to make efforts to utilize LOSB's.

b. Notification

Shelby County may provide written notification to Contractors and LOSB's regarding: pre-bid conferences; technical assistance to LOSB's; LOSB Program procedures and required documentation; and, provide a list of LOSB's who have expressed an interest in competing for the bid or in performing as a subcontractor.

2. Contractor's Responsibilities

a. Efforts to Achieve LOSB Participation

All entities seeking to become Contractors are required to make efforts to achieve maximum LOSB participation, as outlined in this LOSB Program, when submitting a response to a bid or negotiated proposal in response to a Shelby County procurement opportunity. Such Efforts should be documented on LOS Form "A".

b. Utilization

Contractors are required to utilize legitimate LOSB's in order to receive credit for the utilization of a LOSB. Contractors must document all LOSB's to be utilized, the percentage of utilization and the intended scope of work. Such information should be submitted on LOS Form "B". This documentation must be submitted with the bid or negotiated proposal document.

c. Commercially Useful Functions

All LOSB's identified on LOS Form "C" or LOS Form "D" shall perform a Commercially Useful Function.

d. Unavailability

If a potential Contractor's efforts to obtain LOSB participation are unsuccessful due to the unavailability of a LOSB, the Contractor will submit a statement of unavailability. LOS Form "A."

e. Pre-Work Conference

Any Contractor who is the successful bidder shall be required to attend a conference with Shelby County prior to beginning the work. The primary purpose of this conference is to review the project scope and review LOSB participation as outlined in LOS Form "B". Shelby County will also review the Statement of Intent to Perform as a Subcontractor or Provide Supplies or Services as documented on LOS Form "C".

f. Post-Award Change

Any Contractor who determines that a LOSB identified on LOS Form "B" cannot perform shall request approval from Shelby County to contract with an alternate subcontractor pursuant to this LOSB Program. Such request will be reviewed and approved only after adequate documentation for the proposed change is presented.

g. LOSB Certification

Each month the Contractor shall submit LOS Form "D" certifying all payments made to LOSB's.

3. **LOS Responsibilities**

a. Commercially Useful Function

It is the responsibility of each LOSB providing subcontracted goods and/or services to submit LOS Form "C" certifying that it is performing the work and that it is a Commercially Useful Function.

Written Agreement

Shelby County policies and procedures on LOSB participation are designed to create contractual relationships between Contractors and LOSB's. Therefore, a Contractor may utilize the services of a LOSB in estimating and satisfying the scope of work, provided that a written contract/agreement is executed between the Contractor and the LOSB.

Certification

To ensure that the ownership and control over decision-making and day-to-day operations of a Certified LOSB is legitimate, Shelby County reserves the right to verify the ownership and control of each LOSB utilized.

Monitoring LOSB Utilization

Shelby County intends to monitor and enforce this LOSB Program. Shelby County reserves the right to conduct random audits of each of its Contractor's LOSB's. Shelby County reserves the right to reevaluate a LOSB's certification at any time.

Efforts to Achieve LOSB Participation

The Contractor shall consider all bids and/or quotations received from LOSB's. When a subcontract is not awarded by a Contractor to any of the competing LOSB's, the Contractor must document the reason(s) the award was not made to the LOSB's. It is the responsibility of the Contractor to prove that it employed Efforts to Achieve LOSB participation. Evidence supporting the Contractor's Efforts must be documented on **LOSB Form "A"**, which must include, but is not limited to, the following:

1. Contractor must submit proof that it solicited LOSB participation through reasonable and available means including, but not limited to:
 - a. Written notices to LOSB's who have the capability to perform the work of the contract or provide the service;
 - b. Direct mailing, electronic mailing, facsimile or telephone requests.
2. Contractor must submit proof that it provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation.
3. Contractor must submit proof that it made Efforts to Achieve LOSB Participation including, but not limited to, proof that it made opportunities available to LOSB suppliers and identified opportunities commensurate with opportunities made available and identified to Non LOSB's. Such proof will include the names of businesses, contact person(s), addresses, telephone numbers, and, a description of the specifications for the work selected for subcontracting.
4. Contractor must submit proof that it allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid related items at no charge. The Contractor must allow sufficient time for review prior to the bid deadline.
5. Contractor must submit proof that it made Efforts to Achieve LOSB Participation by not rejecting a LOSB as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities. Contractor must submit proof of the basis for rejecting any LOSB deemed unqualified or unacceptable by the Contractor. The Contractor will not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities.

The Contractor must fully cooperate with Shelby County in its post-contract award LOSB Program audit and compliance efforts.

Substitution of LOSB's after Contract Award

In order to make a substitution of a LOSB, a Contractor must make a request to Shelby County. This request must be submitted in writing to Shelby County. Shelby County reserves the right to approve any substitution of a LOSB. The Contractor has the responsibility to provide Shelby County with a reasonable basis for the substitution. If the Contractor desires to substitute the LOSB with a Non-LOSB, then the Contractor must comply with the Effort to Achieve LOSB Participation provisions set forth herein.

Noncompliance with LOSB Program

Any of the following reasons, individually or collectively, may result in suspension from bidding, prohibition from contracting, or cancellation of contracts:

1. The failure to perform according to contract provisions relating to this LOSB Program;
2. Violation of, circumvention of, or failure to comply with the LOSB Program; and/or,
3. Other reasons deemed appropriate by Shelby County.

Questions and Information

Questions regarding this LOSB Program and requests for information should be directed to:

Ms. Doris Vester-Mickens
Office of Equal Opportunity Compliance
Board of Commissioners of Shelby County
160 North Main Street, Suite 969
Memphis, Tennessee 38103
Phone: 901-545-4336
Fax: 901-545-3473
E-mail: Doris.Vester-Mickens@shelbycountyttn.gov

Construction

This LOSB Program is consistent with Shelby County Policies and Procedures. Wherever conflicts exist, the provision in the Shelby County Policies and Procedures will prevail.

LOSB Program Forms Description

- **LOSB Form A -- Certification of Efforts**

Contractors are required to submit **LOSB Form "A"** with proposals as evidence and documentation of efforts that have been made to contact LOSB's for participation as subcontractors, joint venture partners or suppliers of goods and services. Contractors are required to contact LOSB's and solicit quotes for goods and services. All responses to the Contractor's solicitation should be recorded and reported.

- **LOSB Form B -- LOSB Utilization Plan**

A Contractor is required to submit **LOSB Form "B"** with its Proposal in order to identify all LOSB's they propose to utilize in providing the goods and services included in the Proposal. Contractors may only include a proposed provider of goods or services on **LOSB Form "B"**, if the entity is a legitimate LOSB. Additionally, if such entity will provide services, Contractors may only list LOSB's on **LOSB Form "B"** if the entity will perform a Commercially Useful Function. The Successful Contractor will be required to finalize and submit **LOSB Form "B"** prior to award of a contract. **LOSB Form "B"** will be incorporated into the contract and will become a contractual obligation of the Successful Contractor. **LOSB Form "B"** shall not be changed or altered after award of a contract without approval from Shelby County. The Contractor is required to provide written notice describing the reasons for any proposed change to Shelby County and to obtain approval from Shelby County of any changes to **LOSB Form "B"**.

- **LOSB Form C -- Statement of Intent to Perform as a Subcontractor or Provide Supplies or Services**

Contractors are required to have each subcontracted LOSB providing services complete **LOSB Form "C"** certifying that it is performing the work and that it is a Commercially Useful Function.

- **LOSB Form D -- Statement of Payments to LOSB's**

Contractors are required to record and maintain information regarding the utilization of LOSB's and all other information during the performance of awarded contracts. This information shall be recorded and maintained on **LOSB Form "D"**. The form is required to be submitted to Shelby County each month. **LOSB Form "D"** must be completed in its entirety with information regarding the types of goods purchased from LOSB's or the types of services rendered by LOSB's and dollars amounts paid for their goods or services.

**Shelby County
LOSB Program**

LOSB FORM A

CERTIFICATION OF EFFORTS TO ACHIEVE LOSB PARTICIPATION

(To Be Submitted with the Bid/Proposal)

Company Name: US Construction LLC
 Bid No.: LTP Sewer System in Cotton Creek RFP# 09-004-77

I certify that the following efforts where made to achieve LOSB participation:

YES NO

NO

A	Provided written notices to LOSB's who have the capability to perform the work of the contract or provide the service	<input checked="" type="checkbox"/>	
B	Direct mailing, electronic mailing, facsimile or telephone requests	<input checked="" type="checkbox"/>	
C	Provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation	<input checked="" type="checkbox"/>	
D	Allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid/RFP related items at no charge, and allowed sufficient time for review prior to the bid deadline	<input checked="" type="checkbox"/>	
E	Acted in good faith with interested LOSB's, and did not reject LOSB's as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities	<input checked="" type="checkbox"/>	
F	Did not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities	<input checked="" type="checkbox"/>	

Additionally, I contacted the referenced LOSB's and requested a bid/proposal. The responses I received were as follows:

Name and Address of LOSB	Type of Work And Contract Items, Supplies or Services to be Performed	Response	Reason for Not Accepting Bid/Proposal

(If additional space is required this form maybe duplicated)

If applicable, please complete the following:

I hereby certify that LOSB's were "Unavailable" as defined in the LOSB Program to submit bids to provide goods and services for this RFP/Bid's purpose.

Reasons for the "Unavailability":

Submitted by:

Authorized Representative Signature

Title

Date

**Shelby County
LOSB Program**

LOSB FORM B

**LOSB UTILIZATION PLAN
(To Be Submitted with the Bid/Proposal)**

Company: US Construction LLC
 Bid No.: LPP Sewer System in Cotton Creek RFP# 09-004-77

I, Michael P. Quinn, do certify that on the following procurement opportunity,

(Contractor) Cotton Creek Subdivision
LPP Sewer System in, the following LOSB's will be utilized as sub-contractors, suppliers,

(Opportunity)
 or to provide professional services:

Name	Description of Work	Contract Value	LOSB Number
Option #1 US Construction LLC	Prime Contractor	\$532,476.39	Pending
Option #2 US Construction LLC	Prime Contractor	\$457,970.17	Pending

(If additional space is needed this form may be duplicated)

TOTAL CONTRACT VALUE: Option #1 → \$532,476.39 ; Option #2 → \$457,970.17
 TOTAL % OF LOSB PARTICIPATION: 85% → option #1 ; 83% → option #2

The successful bidder/proposer is required to finalize and submit this form with their bid and attached to the outside of the envelope. Joint Venture Agreements, partnering agreements and all pertinent information must be presented prior to contract award. This information will be incorporated into the contract and will become a contractual obligation of the successful bidder/proposer. The finalized LOSB Form B shall not be changed or altered after award of a contract without approval from Shelby County. The successful bidder/proposer is required to provide written notice describing the reasons for the change to Shelby County to obtain approval of any changes to LOSB Form B.

Submitted by:

Authorized Representative Signature

Title

Date

Principal

June 5, 2009

Shelby County
LOSB Program

LOSB FORM C

**STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR OR
PROVIDE SUPPLIES OR SERVICES**
(To Be Submitted Prior to Contract Award)

Company Name: _____

Bid No.: _____

I, _____, intend to provide supplies or services in connection with the
(Subcontractor/Provider)
above bid/proposal request as a LOSB.

I am prepared to perform a "Commercially Useful Function" in connection with the above project.

The following are the work items to be performed:

at the following price: \$_____.

If applicable, please complete the following:

I have or will enter into a formal agreement with _____ for the above-
(Company)
described scope of work, supplies or services conditioned upon the execution of a contract
with Shelby County.

I hereby certify that this statement is true and correct:

Business Information:

Submitted by:

Business: _____

Authorized Representative (Print)

Address: _____

Title

Phone: _____

Authorized Representative's Signature

Facsimile: _____

Date

Shelby County
LOSB Program

LOSB FORM D

STATEMENT OF PAYMENTS TO LOSB'S
(To Be Submitted Monthly and with Final Payment Request)

Company Name: _____

Name/Contract No.: _____

Payment Request Number: _____

Name of Firm	Description of work	Total Amount Due This Month	Total Dollars Paid To Date	% of Contract Completed	Start Date of Contract	End Date of Contract

(If additional space is needed this form may be duplicated)

I hereby certify that this statement is true and that above payments have been made.

Business Information:

Submitted by:

Business: _____

Authorized Representative (Print) _____

Address: _____

Title _____

Phone: _____

Authorized Representative's Signature _____

Facsimile: _____

Date _____

B. LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

(i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

(ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business subcontractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;

b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;

c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;

d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

J.

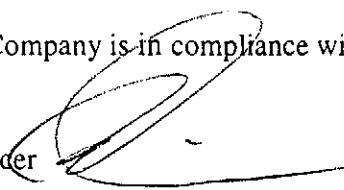
DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF TN

COUNTY OF Shelby

The undersigned, principal officer of US Construction LLC, an employer of five(5) or more employees contracting with Shelby County government to provide construction services, herel states under oath as follows:

1. The undersigned is a principal officer of US Construction LLC (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A.~ 50-9-113. Further affiant saith not.


Principal Officer 

STATE OF TN

COUNTY OF Shelby

Before me personally appeared Michael P. Quinn with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

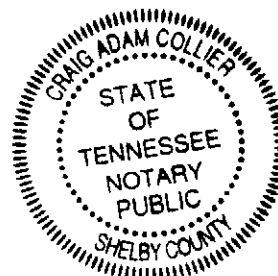
Witness my hand and seal at office this June 5 day of 2009



Notary Public

My commission expires:

MY COMMISSION EXPIRES:
August 22, 2012



K. FORMS TO BE SUBMITTED

LOSB FORM A: MUST BE COMPLETED AND SUBMITTED IN YOUR BID ENVELOPE

LOSB FORM B: MUST BE COMPLETED, SUBMITTED WITH YOUR BID AND ATTACHED TO THE OUTSIDE OF THE ENVELOPE DOCUMENTING ALL LOSB'S TO BE UTILIZED, THE PERCENTAGE OF UTILIZATION AND THE INTENDED SCOPE OF THE WORK.

LOSB FORM C- MUST BE COMPLETED AND SUBMITTED BY EACH LOSB PROVIDING SUBCONTRACTED GOODS AND OR SERVICES CERTIFYING THAT THEY ARE PERFORMING THE WORK AND THAT IT IS A COMMERCIALY USEFUL FUNCTION.

LOSB FORM D-MUST BE COMPLETED AND SUBMITTED BY THE SUCCESSFUL CONTRACTOR EACH MONTH CERTIFYING ALL PAYMENTS MADE TO LOSB'S.

DRUG FREE WORKPLACE AFFIDAVIT-MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

NOTE: LOSB FORM C AND D WILL BE SUBMITTED BY THE SUCCESSFUL CONTRACTOR.

FAILURE TO SUBMIT THE REQUIRED FORMS MAY RESULT IN YOUR BID BEING REJECTED AS BEING IN NON-COMPLIANCE WITH BID REQUIREMENTS.

BID BOND IN THE AMOUNT OF 5% OF YOUR BID MUST BE INCLUDED WITH YOUR BID.

VII. GENERAL REQUIREMENTS

A. Scope of Contract

The County wishes to engage in a contractual relationship with the lowest responsive Contractor selected through a competitive process.

B. Project Time Frame

The County is looking to have the proposed project completed by October, 2009.

C. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RP.

D. Selection Criteria

The successful proposer will be selected based upon a combination of the lowest and best cost bid and the highest level of experience in this field of both the contractor and engineer. The contents of the proposal of the successful Proposers will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

E. Additional Information and References

Any additional information that would be helpful to the County evaluating your proposal including a list of current and former clients with a similar profile to Shelby County should be submitted. At least three former clients who have terminated in the last five years should be included on this list.

VIII. Award of Contract

Proposers are advised that the lowest responsive proposal will be awarded the contract.

NOTICE TO BIDDERS

1. Time and Place of Opening of Bids:
Sealed bids for the improvements described herein will be received at THE OFFICE OF THE SHELBY COUNTY ADMINISTRATOR OF PURCHASING, ROOM 550, SHELBY COUNTY ADMINISTRATION BUILDING, 160 NORTH MAIN, MEMPHIS, TENNESSEE 38103, until May 22, 2009 @ 2:30 PM.
2. Description of Work:
 - (a) The proposed work is officially known as: **Engineering and Installation of Low Pressure Sewer System in Cotton Creek Subdivision Area of Shelby County, Tennessee**
 - (b) The work shall include Engineering and Installation of Low Pressure Sewer System for 92 houses in the Cotton Creek Subdivision Area of Shelby County, Tennessee. The Proposer should present: 1)An engineering design with primary focus on long term system maintainability specially in selection of pumps and piping.2)An engineered design that will include a pump station at each house, a service line out to the street, a collection pipe in the street, and a tie in to an existing sewer lift station, and 3)A price to install a pump station at each house, a service line to the street, a collection pipe in the street, and a tie in to an existing sewer lift station.
3. Pre-Bid Meeting:

All interested bidders are required to attend mandatory pre-bid meeting to be held on May 18, 2009 @ 10:00 A.M. in Room 350, Shelby County Administration Building , 160 N. Main, Memphis, TN 38103.
4. Instruction to Bidders:
 - (a) Bid forms may be obtained from: **THE OFFICE OF THE COUNTY ENGINEER, 160 NORTH MAIN, ROOM 350, MEMPHIS, TENNESSEE 38103, UPON RECEIPT OF A \$50.00 NONREFUNDABLE DEPOSIT.**
 - (b) All bids must be accompanied by a bank cashier's check or bank draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or certified check or approved bid bond for not less than (5) percent of the amount of the bid. All proposal guarantees shall be made out to the COUNTY OF SHELBY.
 - (c) All bidders must be licensed by the Tennessee State Board of Licensing General Contractors. Evidence of this license must appear on the title page of

the Proposal in the space provided, and also on the exterior of the sealed envelope. The envelope enclosing each bid must show the Contractor's name, license number, expiration date thereof, and license classification of the contractor(s) bidding for the prime contract and for the electrical, plumbing, heating, ventilation and air conditioning subcontracts in accordance with TCA 62-6-119. Lacking all of this information, the bid shall be rejected and returned to the bidder unopened.

5. EOC Requirements

- (a) As a condition precedent to bidding, bidders shall have received a current "Equal Opportunity Compliance Eligibility Number" which must be attached to each bid submission. To receive an E.O.C. Eligibility Number, specific information must be received by the E.O.C. Department at least 48 hours prior to the bid opening. To verify your E.O.C. Number or to receive information for obtaining a number, contact the E.O.C. Department, 545-4336.
- (b) Use of Locally Owned Small Business (LOSB) participation on County projects is required.
- (c) Bidders are encouraged to contact County-certified LOSB firms from the listing enclosed in the bid documents. Bidders may also provide the names of firms they believe would qualify as LOSB firms, by notifying the E.O.C. Department and filing the required forms at least five (5) working days prior to the bid opening. Bidders choosing to utilize non-certified subcontractors may submit their bid with the understanding that they must provide certification documents to the E.O.C. department within five (5) days after the bid opening in order to be considered for contract award.
- (d) A Locally Owned Small Business is defined as a sole proprietorship, corporation, partnership, or joint venture located within Shelby County and at least 51% owned, operated and managed by a Shelby County resident and having an average annual sale of \$5,000,000.00 or less over the past three (3) years.

6. Rejection of Bids:

The COUNTY OF SHELBY reserves the right to reject any and all proposals and to waive technicalities in any proposal.

BY ORDER OF:

CLIFTON DAVIS

PURCHASING ADMINISTRATOR
SHELBY COUNTY GOVERNMENT

_____, 2009

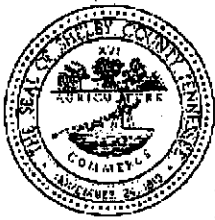
SECTION B

SHELBY COUNTY GOVERNMENT

ENGINEERING DEPARTMENT

EOC CONTRACT COMPLIANCE REQUIREMENTS

**ENGINEERING AND INSTALLATION OF
LOW PRESSURE SEWER SYSTEM IN
COTTON CREEK SUBDIVISION AREA OF
SHELBY COUNTY, TENNESSEE**



BOARD OF COMMISSIONERS OF SHELBY COUNTY
OFFICE OF EQUAL OPPORTUNITY COMPLIANCE

Dear Vendors/Contractors:

Please complete the enclosed Contract Compliance Status Report and return these documents to the Office of Equal Opportunity Compliance, 160 N. Main, Suite 969, Memphis, TN 38103.

In order to insure timely certification, make sure all relevant information is included. Incomplete forms will be returned, delaying your certification.

If you have any questions concerning this matter please contact Doris Vester Mickens at 545-4336.

Thank you for your continued cooperation in these matters.

Sincerely,

Carolyn S. Watkins, Administrator

CSW:dvm

Enclosure

**SHELBY COUNTY GOVERNMENT
OFFICE OF EQUAL OPPORTUNITY COMPLIANCE
CONTRACT COMPLIANCE PROGRAM
INSTRUCTION TO BIDDERS**

Consistent with Article V, Section 5.13 B (5) and (6) of the Home Rule Charter and the Shelby County Board of Commissioners, Resolution 12, adopted May 9, 1983 as amended by Resolution 17, adopted October 20, 1986 of Office of Equal Opportunity Compliance has developed a Contract Compliance Program for Shelby County Government.

You are advised that the following procedures have been instituted in order to fulfill these responsibilities.

- A. All firms, regardless of number of employees must PRE-Qualify for an EOC Contract Compliance Eligibility Number PRIOR to submission of a bid for a contract
- B. **TO RECEIVE AN EOC CONTRACT COMPLIANCE ELIGIBILITY NUMBER. THE FOLLOWING STEPS MUST BE TAKEN AT LEAST 48 HOURS PRIOR TO BID OPENING. IN THE EVENT THAT A BID OPENING IS SCHEDULED FOR MONDAY OR THE DAY FOLLOWING A HOLIDAY, ALL MATERIALS MUST BE RETURNED TO THIS OFFICE 48 HOURS PRIOR TO THE LAST WORKING DAY.**
 - 1. Secure a Contract Compliance Packet from EOC in Room 969, 160 North Main St. For information and assistance in these procedures, contact the Contract Compliance Officer.
 - 2. Return requested information to EOC by the time specified in Item B above, for review of compliance with standards of Resolution 17.
 - 3. Secure a Contract Compliance Certification Number.
 - 4. Mark your firm's Eligibility Certification Number on each bid envelope submitted.

For VENDORS, unless stipulated on the Contract Eligibility Report, certification numbers are valid for a period of TWELVE MONTHS after which a review will be necessary. THE FIRST THREE/FOUR DIGITS OF ELIGIBILITY NUMBER INDICATE THE MONTH AND YEAR OF EXPIRATION.

For CONSTRUCTION projects estimated to be BELOW two hundred and fifty thousand (\$250,000), a Contract Compliance Number is valid for a period of SIX MONTHS. For construction projects estimated to be two hundred and fifty thousand (\$250,000) and ABOVE, a Contract Compliance Certification Number must be obtained for each bid submitted.

Please feel free to call our office at (901) 545-4336 for any assistance you may need as we implement this phase of Shelby County Government's Equal Opportunity Compliance Program.

SHELBY COUNTY GOVERNMENT HOME RULE CHARTER
ARTICLE V – SECTION 5.13 EQUAL OPPORTUNITY

SECTION 5.13. EQUAL OPPORTUNITY.

- A. The Board of County Commissioners and the County Mayor shall take all actions necessary to assure the continued implementation of all rules, regulations and guidelines promulgated by the Equal Opportunity Commission, The Department of Labor, or other such competent authority that are applicable to insuring fair employment practices. The Administrator of the appropriate office of the Board of County Commissioners designated to carry out this function shall be elected by the Board of Commissioners pursuant to section 2.03(D) and (E) and shall be subject to termination by resolution of the Board of County Commissioners.
- B. The duties of this administrator shall include all those established by resolution and shall include, but not be limited to, the following:
1. Review and implementation of fair employment practices, as specified by Equal Employment Opportunity Commission guidelines, in all departments of County Government;
 2. Update and monitor an effective affirmative action program;
 3. investigate claims and complaints of discriminatory practices arising in County Government departments;
 4. Design, implement and monitor programs to increase minority business participation in the letting of County contracts,
 5. Review all proposed contracts in which County funds are expended to insure that non-discriminatory employment practices are being executed on all levels of employment as specified by Equal Employment Opportunity Commission and Labor Department regulations
 6. The administrator shall have the power to require each firm or business contracting with the County to submit with their proposals and/or bid statistics revealing the percentage and number of minorities at all levels of said firm or business;
 7. Such other duties as may be required by the Board of County Commissioners.

Approved August 2, 1984
Effective September 1, 1986

**SHELBY COUNTY GOVERNMENT
OFFICE OF EQUAL OPPORTUNITY COMPLIANCE
CONTRACT COMPLIANCE STATUS REPORT**

STANDARDS BY WHICH THE ADMINISTRATOR OF THE EQUAL OPPORTUNITY COMPLIANCE OFFICE DETERMINES WHICH FIRMS WITH FIFTEEN (15) OR MORE EMPLOYEES WILL BE ELIGIBLE TO BID ON COUNTY CONTRACTS

WHEREAS, the Board of Commissioners of Shelby County Government has heretofore through various resolutions taken action to assure that the County of Shelby is an "Equal Opportunity Employer"; and

WHEREAS, The Shelby County Charter, Article V, Section 5.13(B)(G) gives the Administrator or Equal Opportunity Compliance Office the power, among other things, to require that each firm or business contracting with the County, submit with their proposals and/or bids, statistics revealing the percentage and number of minority employees at all levels of said firm or business; and

WHEREAS, it has been determined by the Board of Commissioners from the information gathered by the Administrator of the Equal Opportunity Compliance Office that the percentage of minority employment in many firms with fifteen (15) or more employees that contract with the County does not approximate the percentage of minority population in the civilian labor force in the firm's geographical area; and

WHEREAS, it is now the desire of the Board of Commissioners to require that firms that contract with the County have employment profiles that reflect the demography of the civilian labor force in their geographical area as determined by the Standard Metropolitan Statistical Area established by the Office of Management and Budget of the United States Government.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, that the following procedures shall be used by the Administrator of Equal Opportunity Compliance to determine when and under what circumstances a firm with fifteen (15) or more employees should be considered an equal opportunity employer that should be allowed to bid on County contracts.

BE IT FURTHER RESOLVED, that the standard for determining whether a firm with fifteen (15) or more employees is an equal opportunity employer that should be allowed to bid on County contracts shall be the percentage of minorities in the civilian labor force in the firm's geographical area as established by the Standard Metropolitan Statistical Area (SMSA) compiled by the Office of Management and Budget of the United States Government.

BE IT FURTHER RESOLVED, that a firm that is within 90% of compliance with the minority SMSA shall be considered an equal opportunity employer eligible to bid.

BE IT FURTHER RESOLVED, that a firm that is within 80% of compliance with the minority SMSA shall be considered an equal opportunity employer eligible to bid only upon the submission of an affirmative action plan satisfactory to the Administrator of Equal Opportunity Compliance.

BE IT FURTHER RESOLVED, that a firm that is within 50% of compliance with the minority SMSA shall be considered an equal opportunity employer eligible to bid only upon a showing of extenuating circumstances and the submission of an affirmative action plan satisfactory to the Administrator of Equal Opportunity Compliance.

**SHELBY COUNTY GOVERNMENT
OFFICE OF EQUAL OPPORTUNITY COMPLIANCE
CONTRACT COMPLIANCE STATUS REPORT**

BE IT FURTHER RESOLVED, that a firm that is within less than 50% of compliance with the minority SMSA shall not be considered an equal opportunity employer eligible to bid on County contracts by the Administrator of Equal Opportunity Compliance.

BE IT FURTHER RESOLVED, that notwithstanding the presence of a percentage of minority employees in a firm equal to the minority SMSA for that firm's geographical area, overrepresentation of minorities in lower *paying* jobs or under-representation in other categories may be a basis *for* a determination by the Administrator of Equal Opportunity Compliance, that said firm is not an equal opportunity employer.

BE IT FURTHER RESOLVED, that any determination made by the Administrator of Equal Opportunity Compliance pursuant to the procedures set forth herein shall be subject to an Administrative appeal process which shall be established by the Office of the Chairman of the County Commission.

BE IT FURTHER RESOLVED, that this resolution shall take affect upon its approval, the public welfare requiring it.

**SHELBY COUNTY GOVERNMENT
OFFICE OF EQUAL OPPORTUNITY COMPLIANCE
CONTRACT COMPLIANCE STATUS REPORT**

Special Sealed Bid#
(For Construction Projects Over \$250,000. 00)

Company Information

Company Name:			
Address:			
City:	State:	Zip:	+4
Phone (example: 5555555555)			Ext:
County:			
Select Type:	<input type="checkbox"/> Vendor	<input type="checkbox"/> Contractor	<input type="checkbox"/> Service
Select Firm Type:	<input type="checkbox"/> Independently owned & operated	<input type="checkbox"/> Affiliated	<input type="checkbox"/> Division
	<input type="checkbox"/> Minority Business Enterprise	<input type="checkbox"/> Franchise or Subsidiary	
If Other, Explain:			
Business Activity:			
Please list all subsidiaries, divisions and affiliates that will be using this EOC number. Employment figures must be included if other offices will be using same EOC Number			
•		•	
•		•	
•		•	
•		•	

Parent Company Information

Parent Company Name:	
Parent Company Address:	
Parent Company City:	Parent Company State:
Parent Company Zip:	Parent Company County:
Has this firm been previously certified by the Shelby County Office of Equal Opportunity Compliance? Yes <input type="checkbox"/> EOC No:	
Has this firm ever been certified under any other name? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Yes, Other Name:	

The following must be completed and submitted with this status report:

Exhibit A	Employment statistics to include the number of minority and female employees from all offices submitting bids. Federal EE0-1 Report may be submitted, however, Exhibit A must be completed. Mark an X below if statistics reflect national or more than one employment area. National <input type="checkbox"/>
Exhibit B	A statement of policies and action steps your firm will take to assure measurable yearly improvements in hiring, training, and promoting of minorities and females at all levels.
Exhibit C	Principal Owners Information

*Please return to:
Shelby County Government
Office of Equal Opportunity Compliance
160 N Main Street, Suite 969 Memphis, TN 38103*

DESCRIPTION OF JOB CATEGORIES

Officials and managers – Occupations requiring administrative personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, superintendents and salaried foreman who are members of management, purchasing agents, buyers and kindred workers.

Professionals – Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artist, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers and kindred workers.

Technicians – Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers and operators, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales – Occupations engaging wholly or primarily in direct selling: includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks and cashier-checkers, and kindred workers.

Office and Clerical – Includes all clerical type work regardless of level of difficulty, where the activities are predominately non-manual though some work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office helpers, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Craft Workers (Skilled) – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics, and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers and tailors, and kindred workers.

Operatives (semi-skilled) – Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, bricklayers; carpenters, electricians, machinists, mechanics building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, dressmakers and seamstresses (except factory), dryers, furnace workers, heaters (metal), laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (except construction and maintenance), photographic process workers, stationery firefighters, truck and tractor drivers, weavers (textile), welders, flame cutters and kindred workers.

Laborers (Unskilled) – Workers in manual occupations which generally require no special training to perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.

Service workers – Workers in both protective and non protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service, including nurses aides and orderlies), barbers, char workers and cleaners, cooks (except household), counter and fountain workers, elevator operators, firefighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, and kindred workers.

Full Time Permanent Employees											
Male					Female						
	Subtotals	White	African American	Hispanic	Asian Pacific Islander	Other	White	African American	Hispanic	Asian Pacific Islander	Other
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Crafts workers (Skilled)											
Operative (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
Totals											

How was the above information as to race or ethnicity established? ☐ A) Visual Survey ☐ B) Employee Records

Please list the date for employment information reported: ☐ Other Please Specify:

The Concept of race used by the Equal Employment Opportunity Commission does not denote clear-cut scientific definitions of anthropologic origins. For the purpose of this report an employee may be included in the group to which he or she appears to belong, identities with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic category

NOTE: 1 The Category "HISPANIC" while not a race identification is included as separates race/ethnic category because of the employment discrimination often encountered by this group; for this reason do not include HISPANIC under either "white" or "black".

For the purpose of this report the following race/ethnic categories will be used:

- a) The Category "White" (not of Hispanic origins): All persons having origins in any of the original peoples of Europe, North Africa or Middle East.
- b) The Category "African American." Persons having origins in any of the original peoples of Africa
- c) The Category "Hispanic." All persons of Mexican, Puerto Rican, Cuban, Central or South American. For other Spanish culture regardless of race.
- d) The Category "Asian or Pacific Islander." All

persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-Continent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands, and Samoa

e) The Category "American Indian or Alaskan Native." All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation community recognition

Source: Bureau of the Census

**SHELBY COUNTY GOVERNMENT
OFFICE OF EQUAL OPPORTUNITY COMPLIANCE
CONTRACT COMPLIANCE STATUS REPORT**

**EXHIBIT B
STATEMENT OF POLICY ON
EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION**

It has been the policy of this firm to consider each applicant for employment on the basis of his or her qualifications for the job and without regard to race, color, creed, sex, age, national origin, or physical handicap not related to job requirement.

To give all employees equal consideration with respect to compensation, benefits, and the opportunity to progress without regard to race, color, sex, age, national origin or physical handicap.

In order to reaffirm this policy, this firm subscribes to the following principles: this firm will continue and extend its efforts to recruit, hire, train, and promote individuals without regard to race, color, creed, sex, age, national origin, or handicap not job related.

All decisions on employment must be based on the principle of equal employment opportunity with reliance only on valid requirements for promotional opportunities.

All personnel actions including, but not limited to those relating to compensation, benefits, transfers, lay offs, company sponsored training, and tuition assistance programs are to be administered without regard to race, color, creed, sex, age, national origin, or physical handicap.

All employees are encouraged to use company facilities and participate in all programs sponsored by this company.

Any employee or job applicant may appeal directly to _____ for review of any action which he or she believes does not conform to these principles.

All members of this firm's management are familiar with this statement of policy and the philosophy behind it, and their responsibilities to apply these principles in good faith for meaningful progress in the utilization of minorities and females.

I hereby certify that the employment data contained in this status report is the correct information.

Accordingly, I further agree to meet the current minimum Affirmative Action goals submitted herewith.

In the event that there is an expansion of this firm's work force, I agree to comply with the requirements of Shelby County Government's Board of Commissioners' Resolution #17 of May 9, 1983.

Name _____ Title _____

Signature _____ Date _____

Company Name _____

**SHELBY COUNTY GOVERNMENT
OFFICE OF EQUAL OPPORTUNITY COMPLIANCE
CONTRACT COMPLIANCE STATUS REPORT**

List the principal individual of this business entity (President, Vice President, Secretary, and Treasurer)

NAME	TITLE	SEX/RACE	PERCENTAGE OF OWNERSHIP	DATE OWNERSHIP OBTAINED



UTILITY SOLUTIONS LLC
US CONSTRUCTION LLC

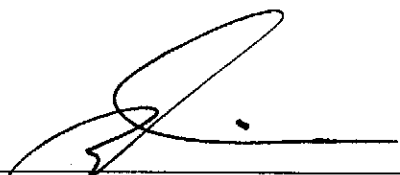
UTILITY SOLUTIONS LLC US CONSTRUCTION LLC

Engineering, Construction and Right of Way Acquisition

6220 GREENLEE ST., SUITE 1 • ARLINGTON, TN 38002 • (901) 867-7498 • FAX (901) 867-7499 • www.utilitysolutionsllc.net

June 5, 2009

Please be advised that US Construction LLC has read, understands, and complies with Title VI and the Living Wage Ordinance #328.



Michael P. Quinn
Principal

ARTICLE V. LIVING WAGE**Sec. 12-113. Definitions.**

For purposes of this article, the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Contractor means any person that enters into a service contract with the county.

County means Shelby County Government, including those county departments, which exercise independent control over their expenditure of funds.

Director means the director of the division of administration and finance and/or his or her designee.

Employee means all persons employed by the county, including but not limited to, classified, unclassified, seasonal workers, law/judicial clerks, miscellaneous temporary workers or any person who is employed full-time, part-time, or on a temporary basis as a service employee of a contractor or subcontractor on a county service contract. This term is subject to the exemptions set forth in section 12-122.

Employer means any person, company or corporation that employs two or more employees at any one time within a calendar year and who is a contractor or subcontractor, provided, however, that corporations organized under Section 501(c)(3) of the Internal Revenue Code of 1965, 226 U.S.C. §501(c)(3) shall be exempted as to all employees other than child care workers.

Health benefits mean comprehensive family medical coverage in which the employer contributes a minimum of 50 percent of the employee health benefits costs.

Living wage means either:

- (a) One hundred four percent of the federal poverty level for a family of four, divided by 52 weeks per year times 40 hours of work per week. In 2007 the wage level equals \$10.02 per hour; or
- (b) One hundred twenty percent of the federal poverty level for a family of four without health benefits, divided by 52 weeks per year times 40 hours of work per week. In 2007 the wage level without benefits equals \$12.01 per hour.

RFP means any proposal and/or sealed bid requested by the county.

Service contract means a contract awarded to a contractor by the county primarily for the furnishing of services to or for the county (as opposed to the purchase of goods or other property or the leasing of property). Service contract includes subcontracts but does not include any contract, whether or not a subcontract, which:

- (a) Involves only the purchase of goods;
- (b) Involves services provided primarily by student interns;
- (c) Is a contract in existence prior to the effective date of this article; or
- (d) Is a contract with a school district, municipality or other unit of the government.

Subcontractor means any person, not an employee, that enters into a contract with a contractor (and that employs for such purpose) to assist the contractor in performing service contracts.

(Ord. No. 328, § 1, 5-21-07)

Sec. 12-114. Living wage applicable to employees of Shelby County government, service contracts and service contractors.

All employees shall receive a living wage as defined in this article.

All persons/entities engaged in service contracts, including but not limited to both prime and subcontractors, with the county shall pay a living wage for all work done pursuant to the service contract.

(Ord. No. 328, § 1, 5-21-07)

Sec. 12-115. Annual adjustment of living wage.

(a) The living wage rate shall be modified annually as of July 1 to incorporate the adjustments, if any, made to the federal poverty level income. Such annual adjustment shall take effect automatically every year, absent an affirmative vote by a majority of the county commission to suspend the adjustment for that year.

(b) The living wage rate for employees of service contractors shall be modified in accordance with the date the RFP is issued, and such RFP will contain the actual rate (in dollars per hour, with and without benefits) which applies for that RFP.

(c) In the case of contract renewals, the living wage rate applicable as of the date of the renewal shall be the effective living wage rate.

(Ord. No. 326, § 1, 5-21-07)

Sec. 12-116. Monitoring and enforcement.

(a) The director shall monitor compliance with this law and may contract with nongovernmental agencies to investigate possible violations.

(b) The mayor or his or her designee may promulgate rules to the director.

(c) The director shall submit an annual report to the mayor and the county board of commissioners summarizing and assessing the implementation of and compliance with this new law during the preceding year.

(d) Any contractor/service provider subject to the terms of this article shall, within five business days, make available upon request by the director any and all payroll records, including hourly wages of individual employees, as needed to verify compliance with the terms and conditions contained herein.

(e) Upon receipt of any complaint of noncompliance, whether complaint is made by the administration and/or affected employee(s), the director shall request from the contractor/service provider documentation to verify compliance with the terms of this article contained herein. The contractor/service provider shall submit a statement of compliance certified by penalty of perjury.

(f) Service contracts under \$25,000.00 are not required to be monitored for compliance, however violations reported will be investigated and upon the validation of the complaint will be subject to the penalties as defined in section 12-120.

(Ord. No. 328, § 1, 5-21-07)

Sec. 12-117. Required records.

(a) *Contractor to submit.* For each service contract, the service contractor shall submit appropriate documents verifying compliance with this article, as set out in the RFP. Each RFP shall specify the necessary documentation and verification procedures.

(b) *Contents.* The verifying documents shall include the following information, only as it pertains to the county service contract:

- (1) The name of the prime service contractor and any subcontractor;
- (2) A designation of the project and location; and
- (3) Such other data as may be required by the director from time to time.

(c) *Prime contractor responsible for subcontractors.* The prime service contractor shall be responsible for the submission of all subcontractors' payrolls covering work performed.

(d) *Signed statement of compliance certified by penalty of perjury.* Each verifying document shall be accompanied by a statement signed by the contractor or subcontractor, as the case may be, indicating:

- (1) That the information contained is correct;
- (2) That the wage rates contained therein are not less than those established by this article as set forth in the contract; and
- (3) That the service contractor has complied with the provisions of this article.

(Ord. No. 328, § 1, 5-21-07)

Sec. 12-118. Article to be applicable to new service contracts.

The provisions of this article pertaining to service contracts shall only apply to service contracts with Shelby County Government for which the RFP is issued after the effective date of this article.

(Ord. No. 328, § 1, 5-21-07)

Sec. 12-119. Retaliation and discrimination barred.

It shall be unlawful for any employer to retaliate, discharge, demote, suspend, or take adverse employment action in the terms and conditions of employment or otherwise discriminate against any employee for reporting or asserting a violation of this law, for seeking or communicating information regarding rights conferred by this law, for exercising any other rights protected under this law, or for participating in any investigatory or court proceeding relating to this law. This protection shall also apply to any employee or his or her representative who in good faith believes this law applies.

Taking adverse employment action against a covered employee(s) or his or her representative within 60 days of the covered employee engaging in any of the above-mentioned activities shall raise a rebuttable presumption of having done so in retaliation for those activities. A covered employee subjected to any action that violates a subsection may pursue administrative remedies or bring a civil action against the offending party in a court of competent jurisdiction.

(Ord. No. 328, § 1, 5-21-07)

Sec. 12-120. Penalties.

(a) *Debarment (or ineligibility) for three years.* In the event the director determines that any service contractor has failed to pay the living wage rate or has otherwise violated the provisions of this article, he or she shall notify the service contractor of the violation and give the contractor 90 days to get into compliance, including the payment of restitution to all affected employees in the form of back pay owed. If the service contractor does not comply with these requirements, the director shall then cancel the contract and debar the contractor for a period of three years.

(b) *Civil remedies.*

(1) If the director determines that the violation was willful, the director shall cancel the contract, require the contractor to pay affected employees restitution in the form of back pay owed within 90 days and debar the contractor for a period of no less than three years. In the event that the service contractor, who has willfully violated the provisions of this article, fails to pay restitution to its affected employees, Shelby County Government reserves the right to pursue civil remedies, up to and including remedies for treble damages, against such service contractor for breach of contract.

(2) In the event that any contractor/service provider fails to pay its affected employees restitution, the provisions of this article do not create a private right of action against Shelby County Government for such contractor/service provider's violation of the provisions herein.

(Ord. No. 328, § 1, 5-21-07)

Sec. 12-121. Memorandum of understanding (MOU).

Parties subject to this article may, by the labor organization agreement, provide that such agreements shall supersede the requirements of this article.

(Ord. No. 328, § 1, 5-21-07)

Sec. 12-122. Exemptions.

The following are not covered employees for purposes of this article:

(1) A person who provides solely volunteer services that are uncompensated, or otherwise compensated by a nominal fee, except for reimbursement of expenses such as meals, parking, or transportation, and election day officers assigned to precincts on election day which include officers of election, judges, inspectors, precinct registrars, assistant precinct registrars and machine operations.

(2) A person employed in construction work that is subject to the provisions pursuant to any legally recognized prevailing wage standard.

(3) Any and all employees in the hospitality industry, including but not limited to, any and all employees working for restaurants and limited and full-service hotels and lodging establishments within the city limits of Memphis and Shelby County.

(4) Any person employed pursuant to an emergency contract. For purposes of this article, the term "emergency contract" will be defined in the same manner in which it is defined by the provisions outlined in the Shelby County Government Purchasing Policy, as it may be amended from time to time.

(5) Any and all employees who hold a professional license issued by the State of Tennessee, in medicine, law, engineering, architecture, landscape architecture, and accounting.

(6) A person employed by or as a financial or swap advisor, underwriter, counsel, securities broker or dealer, transfer agent, trustee, paying agent, rating agency, bond insurance company, dealer, escrow agent, liquidity facility provider, information or securities repository, remarketing agent, swap counterparty or tender agent in connection with the issuance of debt by the county, including bonds, commercial paper, swaps and notes.

(7) Any person under the age of 18.

(8) Any person participating in any student internship.

(9) Any locally owned small business (LOSB) as defined by the LOSB Ordinance of Shelby County, Tennessee, with ten employees or less.

(Ord. No. 328, § 1, 5-21-07)

SECTION B-1

SHELBY COUNTY GOVERNMENT

ENGINEERING DEPARTMENT

NON-DISCRIMINATION ACT

**ENGINEERING AND INSPECTION OF
LOW PRESSURE SEWER SYSTEM IN
COTTON CREEK SUBDIVISION AREA OF
SHELBY COUNTY, TENNESSEE**

NON-DISCRIMINATION – TITLE VI:

The vendor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 and all other federal statutory laws which provide, in whole or in part, that no person on the ground of handicap, age race, color, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal financial assistance during the performance of this Contract. The vendor shall upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

NON DISCRIMINATION – TITLE VII:

The Vendor agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no employee on the grounds of age, race color, sex, or national origin, shall be discriminated against, harassed or retaliated against while opposing illegal harassment or discrimination in the workplace. The vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

SECTION C

SHELBY COUNTY GOVERNMENT

ENGINEERING DEPARTMENT

PROPOSAL

CONTRACT

CONTRACT BOND

CONTRACT REQUIREMENTS

**ENGINEERING AND INSTALLATION OF
LOW PRESSURE SEWER SYSTEM IN
COTTON CREEK SUBDIVISION AREA OF
SHELBY COUNTY, TENNESSEE**

PROPOSAL

TO THE SHELBY COUNTY ADMINISTRATOR OF PURCHASING, SHELBY COUNTY, TENNESSEE.

1. Name of Bidder: US Construction, LLC
Business Address: 6220 Greenlee St., Ste. 1 Arlington, TN 38002
Federal I.D. Number: 02-0646836
Phone Number: (901) 867-7498
Tennessee License Number: 00050021 Exp. 2-28-11

PROJECT NAME: ENGINEERING AND INSTALLATION OF LOW PRESSURE SEWER SYSTEM
IN COTTON CREEK SUBDIVISION AREA OF SHELBY COUNTY, TENNESSEE

2. Plans and Specifications:
As part of this bid documents the bidder is required to produce a complete set of drawings and specifications signed and sealed by a current licensed civil engineer in State of Tennessee that will be used to install the low pressure sewer system in cotton creek subdivision area.
3. Interested Parties:
In submitting this proposal, the undersigned Contractor or bidder declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any person, firm or corporation.
4. Bidder Familiar with the Plans, Specifications and the Site:
The undersigned further declares that the proposal, plans and specifications, general requirements and conditions, form of contract and contract bond, and special provisions have been carefully examined and the site of the proposed work has been inspected in detail. The undersigned further declares to be familiar with all the local conditions affecting the contract and the detailed requirements of construction, and understands that, in making this proposal, all rights to plead any misunderstanding regarding the same are waived. The Bidder declares that the wording herein, which may contain changes from similar documents from previous projects of Shelby County Government, has been reviewed. The Bidder further declares that the instructions regarding the Shelby County Equal Opportunity Compliance, which is bound with this proposal, have been examined, and agrees that these documents are an integral part of this bid.
5. Bidder to Furnish:
The undersigned further understands and agrees to furnish and provide all necessary materials, equipment, labor and incidentals required to produce and install the items as listed in this proposal upon acceptance of the proposal by Shelby County Government, except such materials as are to be furnished by the County, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
6. Quantities and Payment:
The undersigned understands that the quantities provided herein by the County are approximate only and that they are subject to increase or decrease; that the undersigned shall take in full payment therefore the amount of the total bid as shown on the bid form, after accounting for any and all bid alternates made and accepted by the County.
7. Unit Prices:
The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the values of extras and deductions; that if there is any discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

8. Alteration of Work:

The undersigned further agrees that if the County decides to extend or shorten the improvement, or otherwise alter the work by extras or deductions, including the elimination of any one or more of the items, by an amount not to exceed twenty-five (25%) percent of the total money value of the original contract price or contract price corrected as provided in the general conditions, the undersigned shall perform the work as altered, increased or decreased at the contract unit prices.

9. Extra Work or Changes:

The undersigned further agrees that the Engineer may at any time during the progress of the work covered by this contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that the undersigned accepts as full compensation for the extra work, payment as provided for in the general conditions.

10. Time of Execution of Contract:

The undersigned further agrees to execute a contract for the contract work and present same to the County within fourteen (14) days after the date of notice of award of the contract.

11. Contract Bond:

The undersigned further agrees that within fourteen (14) days after the date of notice of the award of the contract, the undersigned, along with an appropriate surety shall execute a contract bond satisfactory to and in the form prescribed by the County in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

12. Prosecution of Work:

The undersigned further agrees to begin work on the project not later than ten (10) days after the execution and approval of the contract and contract bond and on receipt of a notice to commence work, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment and labor as will insure completion of the work within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within 120 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the general conditions. In case of failure to complete the work within the time described herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the County shall withhold, from such sums as may be due under the items of his contract, the costs as set forth in Section 8 of the General Conditions, which costs shall be considered and treated not as a penalty but as damages due the County from the undersigned by reason of inconvenience to the public, added cost of engineering, supervision, maintenance of detours, and other items which have caused an expenditure of funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

13. Erosion Control:

The undersigned further agrees to provide necessary erosion control, such as seeding for gentle slopes and grass sod for sharper slopes, with special grading and terracing as specified by the Engineer. All freshly excavated and embanked areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the Engineer to prevent erosion. In the event it is determined that necessary erosion control is not being provided by the undersigned, the Engineer shall officially notify the undersigned of the problem. If the undersigned has not begun to provide satisfactory erosion control within fifteen (15) days after the notice, then the Engineer shall make the necessary improvement to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any securities covering this contract, all expenses incurred by the County shall be paid in full by the undersigned. Erosion control shall be paid according to the unit prices bid for erosion control devices on the proposal sheet and no additional compensation shall be afforded.

14. Clean-Up of Construction Site:

The undersigned further agrees to provide necessary clean-up of construction areas, such as collection of debris, construction materials, dirt piles, etc., and any other unsightly and unnecessary items. In the event the Engineer determines that necessary clean up is not being provided by the undersigned, the Engineer shall officially notify the undersigned of the problem. If the undersigned has not begun to provide satisfactory clean-up of the area within fifteen (15) days after the notice, then the Engineer shall take the necessary steps

to eliminate the problem including, but not limited to, performing the work with County forces, or contracting with outside forces at the Engineer's option, documenting all expenses incurred performing the work. Prior to releasing any securities covering this contract, all expenses incurred by the County in said clean-up operation shall be paid in full by the undersigned.

15. Forfeiture of Bid Bond:

The undersigned further agrees that in the event of failure to execute the contract and present a contract bond to the County within fourteen (14) days as per Paragraph #10 above, the Contractor's bid bond shall be forfeited as damages for project delay and the notice of award shall be automatically cancelled. The contract shall then be awarded to the next lowest qualified bidder.

16. Bid Bond:

Accompanying this proposal shall be a bank cashier's check, certified check, letter of credit issued by any national bank or a duly assigned certificate of deposit, bank draft or approved bid bond, complying with the requirements of the general conditions and/or as shown on the Notice to Contractors, made payable to THE COUNTY OF SHELBY. The amount of the check, draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or approved bid bond shall be no less than five percent (5%) of the total bid. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check, draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or approved bid bond shall be considered as payment of damages due to delay and other causes suffered by the County because of failure to execute the contract and contract bond. Otherwise, said check, draft, or letter of credit, issued by any national bank or certificate of deposit therein, duly assigned or approved bid bond shall be returned to the undersigned.

ATTACH BANK DRAFT, BANK CASHIER'S CHECK, LETTER OF CREDIT
ISSUED BY ANY NATIONAL BANK OR CERTIFICATE OF DEPOSIT THEREIN,
DULY ASSIGNED APPROVED BID BOND OR CERTIFIED CHECK HERE. THE
UNDERSIGNED SHALL PROVIDE BELOW THE FOLLOWING INFORMATION

TOTAL AMOUNT OF BID BOND \$ 5% of bid

In the event that one check, draft or approved bid bond or other indemnity as set out above is intended to cover two or more proposals, the amount must be equal to the sum of proposal guarantees required for the projects covered. If this check, draft or approved bid bond, or other indemnity as set out above is placed in another proposal, the undersigned shall provide below, the name of said proposal.

LOCATION OF BID BOND N/A

17. Schedule of Prices:

The undersigned shall complete and submit the provided schedule of prices covering the work performed under this contract. Unit prices shall be bid for each of the items in the schedule and extensions showing the total contract price shall be provided. Failure to provide said unit prices in their entirety or to provide extensions, including the total contract price, may result in rejection of this proposal as informal or irregular.

18. Joint Ventures:

Each Contractor or contracting firm who is a member of a joint venture shall provide a current license number and each shall sign the bid proposal holding each, both jointly and severally liable to the total project. In a joint venture, each member's classification limits shall be equal to or greater than those classifications' proportionate share of the total cost of the project. A joint venture shall allow the members to combine their license limits in order to undertake a larger project than each would normally be able to perform with their individual license. The classification of each member in the joint venture shall be a necessary and integral part of the total project.

19. Acceptance or Rejection of Bid(s):

The Shelby County Government reserves the right to reject any and all bids. The Shelby County Government also reserves the right to select the lowest responsible bidder for any one project to the rejection of all other bidders or award any or all projects to the lowest responsible bidder or bidders.

SHELBY COUNTY ENGINEER'S OFFICE

May 5, 2009

Request for Proposals for:

Engineering and Installation of Low Pressure Sewer System in Cotton Creek
Subdivision Area of Shelby County, Tennessee

Project Summary:

The Shelby County Engineer's Office is requesting Proposals for the Engineering and Installation of Low Pressure Sewer System for 92 houses in the Cotton Creek Subdivision Area of Shelby County, Tennessee. The Proposer should present: 1)An engineering design with primary focus on long term system maintainability specially in selection of pumps and piping.2)An engineered design that will include a pump station at each house, a service line out to the street, a collection pipe in the street, and a tie in to an existing sewer lift station, and 3)A price to install a pump station at each house, a service line to the street, a collection pipe in the street, and a tie in to an existing sewer lift station. The details for these items are listed in the specifications below. A drawing is included with the RFP that shows the affected houses and the streets where the collections lines will be located.

The Proposer as part of his bid document must provide drawing(s) to show layout, pump locations, pipe sizes, etc.

The drawing(s) must be signed and sealed by a current licensed civil engineer in the state of Tennessee.

Qualifications:

The Proposer must include in his proposal: 1)qualifications of the Design Engineer that demonstrate that he is a licensed Civil Engineer in the State of Tennessee and his experience designing septic systems and low pressure piping collection systems for residential applications and 2)qualifications of the contractor that demonstrate that he is a licensed utility contractor and licensed septic installer in the State of Tennessee with experience in the installation of residential septic systems, pump tanks and low pressure piping.

Schedule:

Work should be completed within 120 calendar days from the notice to proceed. The initial installation will be for at least thirty (30) of the lots. The contractor should be prepared to complete up to ninety-two (92) lots if available during the 120 calendar days. The residents who elect to wait will be given one year from system inauguration (start-up) to have full connection and service tie-in under this contract. Any systems not

completed within that final one year period will be connected at the residents expense. Any pumps, lines, etc., not utilized will be the responsibility of the contractor.

Specifications:

1. Residential Pump Stations – The engineer shall design the system to include pump stations at each residence. He is requested to design the system two ways:
 - 1) Utilizing a Septic Tank Effluent Pump (STEP) tank at each house. This STEP tank shall utilize a minimum 1000 gallon one piece watertight tank that is tested at the factory and tested at each job site for it's water integrity. Approved STEP tank brands are Jarrett Concrete, McLillie Concrete, or approved equal. A fiberglass tank is an acceptable alternative. A two piece concrete tank is not acceptable. Plastic tanks are not acceptable for this application. Each tank shall contain a multi stage, high head pump and self cleaning filtered pump vault utilizing a 2 or 3 float arrangement. Acceptable pumps and pump vault brands are Orenco, Zoeller, Adenus, or approved equal. Each pump shall have a minimum 2 year manufacturer's warranty. Consideration will be given to pump brands with longer term warranties.
 - 2) Utilizing a Grinder Pump station at each house. The grinder pump station shall utilize a fiberglass vault and 2 or 3 float arrangement. Acceptable brands of pumps and pump stations are Zoeller, Environmental One, Hydromatic, Adenus, Sta Rite or approved equal. Each pump shall have a minimum 2 year manufacturer's warranty. Consideration will be given to pump brands with longer term warranties. Soils below new pump stations shall be tested for minimum compaction and any unsuitable materials shall be replaced. Areas above new pump stations and service lines shall be backfilled and sodded per specifications.

The existing tanks shall be pumped out by a licensed septic pumper with the effluent properly disposed, a hole punched in the bottom of the tank, lid crushed, and tank filled with sand. The area above the abandoned tank shall be compacted and sodded. The engineer shall size the service line going to collection line in the street. The service line shall be a minimum of schedule 40 PVC, glue joints are acceptable, #14 tracer wire shall be installed with the service piping. A plastic service box shall be installed at the street right of way line. The service box shall contain a PVC ball valve and check valve. The top of the lid shall be labeled "sewer". Each service shall have a double check valve arrangement with a check valve at the service box at the street connection and a check valve in the tank. Control panels shall be supplied with each residential pump station and shall be mounted on the exterior of each house. The control panel shall contain an audible and visual high water alarm, internal breakers, and pump run time meter. Acceptable control panel brands are Orenco, Zoeller, Adenus, or approved equal. All wiring shall be run in conduit and there shall be no underground or in tank splice or junction boxes. All riser penetrations for conduit or other purposes shall utilize tight sealing rubber boots or be sealed with silicone caulking.

2. Collection Lines - The collection lines shall be designed to collect the sewage emitted from the residential pump stations mentioned above and shall be located in the road rights of way of the streets shown in the attached drawing. It is anticipated that the minimum collection piping size will be 2" and may be 3" or 4" depending upon the pump curve selection, elevation differentials, etc. The piping shall be a minimum of Class 200 PVC with bell and spigot ends. Glued joints are not allowed on the collection piping. #14 tracer wire must be included with the pipe installation with bare ends brought up in the service boxes. All piping must be installed at a minimum depth of 3 ft and all roads, driveways, creeks, or other obstacles shall be bored. The Engineer should include air release valves in plastic vaults along the route at high elevations. Upon completion of the installation, the pipe shall be pressure tested to 100 psi for a period of two hours with negligible pressure drop. The engineer shall design a tie in to the Spring Creek Ranch lift station and include a drawn detail.

If the Engineer determines that an intermediate lift station or stations is needed he shall design these and include the cost of these in the additional costs line on the Cost Calculation Sheet. Acceptable lift station brands are Gorman Rupp, Smith and Loveless, or approved equal. The cost for electrical service to the lift station(s) from MLGW will be paid by the Shelby County Engineer's Office and excluded from this bid cost. The engineer shall provide an erosion control/SWPPP plan required and approved by TDEC and the contractor shall include this price in his bid.

3. Costs - The costs below shall include engineered drawings that must be reviewed and approved by the Shelby County Engineer's Office and then submitted and approved by TDEC prior to installation. Also, any other required permitting shall be obtained by the successful Proposer's Engineer. The Shelby County Engineer's Office will reimburse the cost of application fees to TDEC.

Bid Prices:

Option 1: Cost per Residential STEP tank installation including tank, pump, pump vault, floats, conduit, riser, lid, control panel, connection to residence, and other incidentals \$3,517.80 each

Option 2: Cost per Residential Grinder Pump Station installation including tank, pump, piping, floats, conduit, lid, control panel, connection to residence, and other incidentals \$2,707.95 each

Cost per ft of Service Line Installation: \$ 3.51 per ft (includes pipe, bores, tracer wire, fittings, valves, service box at the street) This may be different for grinder than for STEP designs.

Cost per ft of Collection Line: \$ 8.32 per ft (includes pipe, bores, tracer wire, fittings, air release valves, erosion control) This may be different for grinder than for STEP designs.

Tie In at Spring Creek Ranch Lift Station \$ 12,867.15 Lump Sum

ELECTRICAL WIRING - The electrical wiring requirements at each house will vary based upon the existing location of the proposed pump tank in relation to the house wiring. These may be different for grinder than for STEP designs. Please provide the following:

1) An estimated number of hours needed by a licensed electrician to connect power to the control panel 10

2) Hourly rate of licensed electrician \$ 99.43

3) An estimated cost of materials (wiring, breaker, etc.) per house \$ 341.27


Total Estimated Electrical Costs per house: (Item 1 x Item 2 + Item 3) \$ 1,335.57

Cost Calculation Sheet

OPTION 1 (STEP tanks) Total Proposed Costs:

STEP station cost each \$ <u>3,517.80</u> x 92	= \$ <u>323,637.60</u>
Service Line per ft cost \$ <u>3.51</u> x 6440 ft (estimated)	= \$ <u>22,604.40</u>
Collection Line per ft cost \$ <u>8.32</u> x 16,640 ft (estimated)	= \$ <u>138,444.80</u>
Tie In at Spring Creek Ranch Lift Station	= \$ <u>12,867.15</u>
Estimated Electrical Costs per house \$ <u>1,335.57</u> x 92 houses	= \$ <u>122,872.44</u>
Cost per Sq. ft of Bermuda sod installed \$ <u>0.58</u> x 5000	= \$ <u>2,900.00</u>
Cost per Sq. ft of seed/straw installed \$ <u>0.23</u> x 5000	= \$ <u>1,150.00</u>
Additional Costs to be considered (describe below) <u>N/A</u>	= \$ <u>0.00</u>
TOTAL	= \$ <u>624,476.39</u>

OPTION 2 (Grinder Stations) Total Proposed Costs:

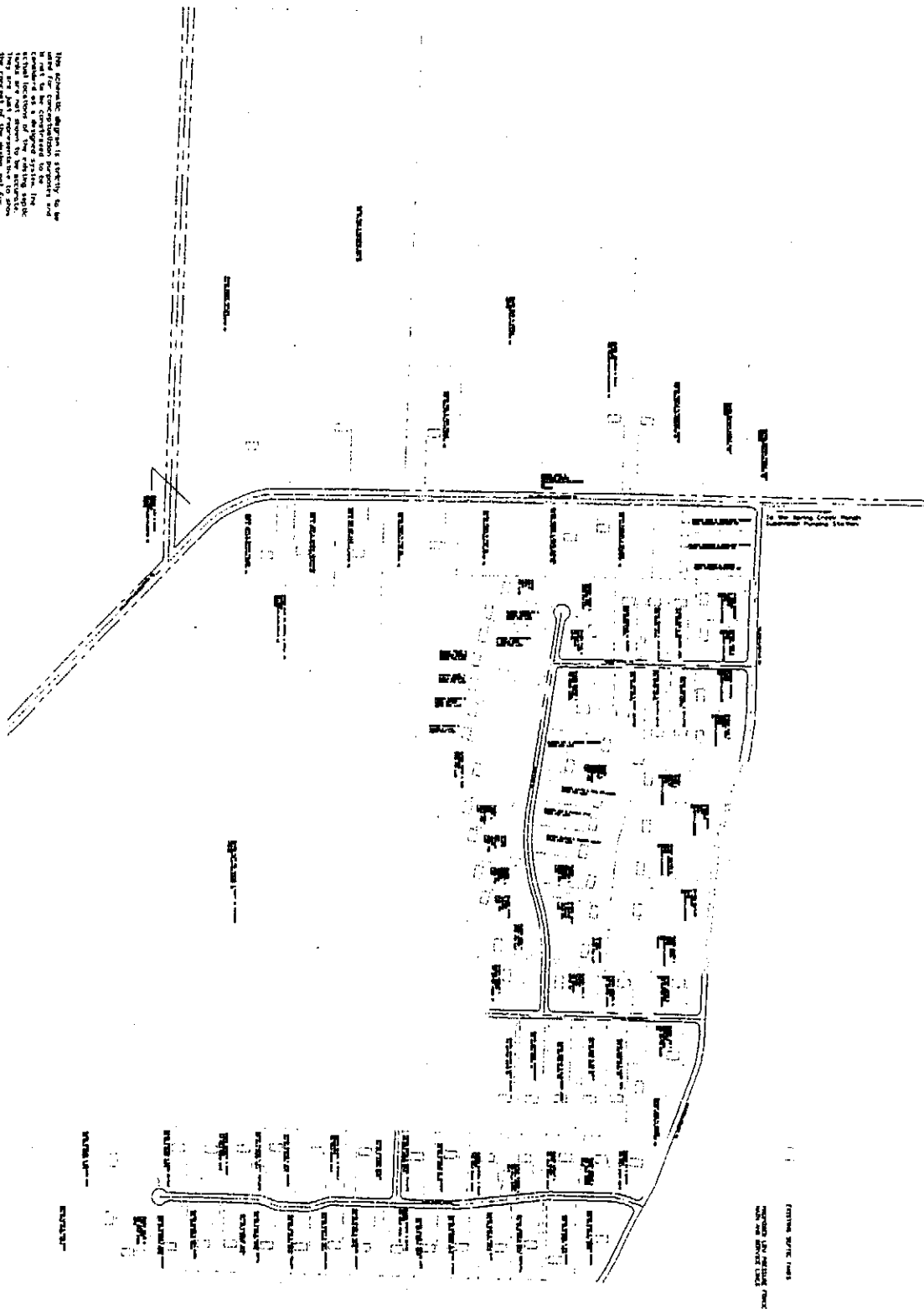
Grinder Station cost each \$ <u>2,707.95</u> x 92	= <u>\$ 249,131.40</u>
Service Line per ft cost \$ <u>3.51</u> x 6440 ft (estimated)	= <u>\$ 22,604.40</u>
Collection Line per ft cost \$ <u>8.32</u> x 16,640 ft (estimated)	= <u>\$ 138,444.80</u>
Tie In at Spring Creek Ranch Lift Station	= <u>\$ 12,867.15</u>
Estimated Electrical Costs per house \$ <u>1,335.57</u> x 92 houses	= <u>\$ 122,872.44</u>
Cost per Sq. ft of Bermuda sod installed \$ <u>0.58</u> x 5000	= <u>\$ 2,900.00</u>
Cost per Sq. ft of seed/straw installed \$ <u>0.23</u> x 5000	= <u>\$ 1,150.00</u>
Additional Costs to be considered (describe below) <u>N/A</u>	= <u>0.00</u>
TOTAL	<u>\$ 549,970.19</u> 

Contract Award

Award of the contract will be based on costs and quality of the proposed System and its components. Pumps and system components recommended by the Proposer must have a high degree of reliability and maintainability.

Easements and Right of Way – The Proposer should assume that the Shelby County Engineer's Office will provide easements and rights of way for the project as long as the design attempts to utilize existing road rights-of-way as much as possible.

The schematic diagram is hereby to be used for construction purposes and is not to be construed as a final design. The schematic diagram is not a final design and is not to be used for construction purposes. The schematic diagram is not a final design and is not to be used for construction purposes.



EXISTING SEWER LINES
NEW SEWER LINES
NEW WATER LINES

06-128 Cotton Creek Sewer Study

Shelby County Contract #CA074605



NO.	DESCRIPTION	DATE
1	ISSUED FOR CONSTRUCTION	09/12/2008
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

IF AN INDIVIDUAL:

SIGNATURE OF BIDDER: _____

BUSINESS ADDRESS: _____

IF A CO-PARTNERSHIP:

FIRM NAME: US Construction, LLC

BY: Michael P. Quinn, Principal

BUSINESS ADDRESS: 6220 Greenlee St., Ste 1 Arlington, TN 38002

NAME AND ADDRESS
OF ALL MEMBERS OF
FIRM

Michael P. Quinn

Keneth J. Olds

6220 Greenlee St., Ste. 1

6220 Greenlee St., Ste. 1

Arlington, TN 38002

Arlington, TN 38002

IF A CORPORATION:

CORPORATE NAME _____

SIGNED BY: _____

President

BUSINESS ADDRESS: _____

(Corporate Seal)

NAME OF OFFICERS _____

President

Secretary

Treasurer

ATTEST: _____ Secretary

May 18, 2009

TO ALL BIDDERS:

RE: Engineering and Installation of Low Pressure sewer System in Cotton Creek Subdivision
Area of Shelby County Tennessee

Addendum No. 1 to RFP # 09-004-77

Additional requirements to consider before completion of the bid package.

Please make this sheet part of your proposal.

1. All lots to have the taps at the street set with a lockable valve assembly for present or future connection to the system dependent on the payment of system fees by the homeowner.
2. Corrosion inhibitor material to be applied at receiving wet well manhole or any additional pump station added to the project to protect against gaseous attacks.
3. Rigid elbows when going from underground to above ground piping.
4. State approval of design and system improvements.
5. Casing pipe for all creek or stream crossings.
6. Emergency generator connection at power service for easy disconnect from main power source and generator connection by others during extended power outages.
7. Prefer schedule 80 PVC rather than schedule 40 as identified.
8. Odor control at air release stations.

If you have any questions, please call me at 545-4320.

Sincerely,

Michael Oakes, P.E.

Shelby County Engineer

Cc: Ahmad Nemati, P.E.,

File



Shelby County Government

A C Wharton, Jr.
Mayor

May 19, 2009

ADDENDUM # 1

To Whom It May Concern:

RE: RFP # 09-004-77, Engineering & Installation of Low Pressure Sewer System
In Cotton Creek Subdivision

This letter is an addendum to RFP # 09-004-77, due May 22, 2009 for, ' & Installation of Low Pressure Sewer System in Cotton Creek Subdivision'.

We are extending our due date to 2:30 P.M., June 5, 2009 and the last day to submit questions will be 12:00 P.M., June 3, 2009.

Also we are increasing the number of bid submittals from an original and two copies to an original and four copies.

If any other information is needed please don't hesitate to ask. All questions or inquiries are to be e-mail to nelson.fowler@shelbycountyttn.gov.

Thank you,

Nelson Fowler
Shelby County Government

Cc: Ahmad Nemati, Shelby County Engineer Department



Shelby County Government

May 19, 2009

A C Wharton, Jr.
Mayor

TO ALL BIDDERS:

RE: Engineering and Installation of Low Pressure sewer System in Cotton Creek Subdivision
Area of Shelby County Tennessee
Addendum No. 2 to RFP # 09-004-77

Please make this sheet part of your proposal and show a separate price for each addition or substitution. If substituting, show added price only.
BID ALTERNATE No. 1

1. All lots to have the taps at the street set with a lockable valve assembly for present or future connection to the system dependent on the payment of system fees by the homeowner. * Included in per foot price for collection line per Addendum #6
Cost per lot \$ 114.55 X102 = \$11,684.10
2. Corrosion inhibitor material to be applied at receiving wet well manhole or any additional pump station added to the project to protect against gaseous attacks.
* Included in lump sum price for tie in at Spring Creek Ranch lift station,
Lump Sum = \$11,362.50
3. Rigid elbows when going from underground to above ground piping.
Lump Sum = N/A
4. Casing pipe for all creek or stream crossings.
* Included in per foot price for collection line.
Lump Sum = \$674.10
5. Emergency generator connection at power service for easy disconnect from main power source and generator connection by others during extended power outages.
* Included in per unit price for each grinder station.
Additional Cost per Lot \$ 59.12
6. Schedule 80 PVC versus schedule 40 as identified.
Additional Cost per Linear Foot \$ 0.43
7. Odor control at air release stations and effluent discharge locations
* Included in air release valve prices and rolled into collection line per foot price
Lump Sum = \$1,892.00
* Also included in lump sum price for tie in at Spring Creek Ranch lift station

Page 1 of 2

If you have any questions, please call me at 545-4320.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Oakes", with a stylized flourish at the end.

Michael Oakes, P.E.

Shelby County Engineer

Cc: Ahmad Nemati, P.E.,

File



Shelby County Government

May 20, 2009

A C Wharton, Jr.
Mayor

TO ALL BIDDERS:

RE: Engineering and Installation of Low Pressure sewer System in Cotton Creek Subdivision
Area of Shelby County Tennessee
Addendum No. 3 to RFP # 09-004-77

Additional requirements /responses to the questions and requests for electronic files to read and consider before completion of the bid package.

1. State approval of design and system improvements is required.
2. The system should be designed to accommodate 102 lots instead of the 92 lots mentioned in the bid package.
3. For the lines in the right of way PVC - SDR 21 or HDPE - SR 11 pipes are allowed

Questions and Answers

Question 1: Do you have to be a licensed septic tank installer?

Answer1: No.

Question 2: Do you need a plumbing license?

Answer 2: Yes.

Question 3: Do you need to locate the pumping station on each lot in the design plan submittal?

Answer 3: Yes

Question 4: Will you provide layout of subdivision in digital format?

Answer 4: Yes, see Question 5 below.

Question 5: Will you provide topo information in digital format for Cotton Creek area?

Answer 5: Yes, the data is provided in an attachment to this email.

The data provided is a .zip file that contains ERSI Shapefiles. The files are

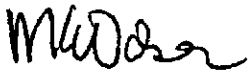
clpcnt = 2' contours, the elevation value is given in the attribute table
The attribute name is "Contour"

Page 1 of 2

crkclp = Creeks
eopclp = Edge of pavement
rdclp = Road centerlines
prcclp = Parcel data

If you have any questions, please call me at 545-4320.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Oakes", with a stylized, cursive script.

Michael Oakes, P.E.

Shelby County Engineer

Cc: Ahmad Nemat, P.E.,

File



Shelby County Government

May 29, 2009

A C Wharton, Jr.
Mayor

TO ALL BIDDERS:

RE: Engineering and Installation of Low Pressure sewer System in Cotton Creek Subdivision
Area of Shelby County Tennessee
Addendum No. 4 to RFP # 09-004-77
Bidder questions and responses

Please make the attached part of your proposal

1. REMOVE AND REPLACE THE PAGE FIVE OF THE SECTION C ("SPECIFICATIONS" PAGE) OF THE CONTRACT DOCUMENTS WITH THE ATTACHED PAGE.

Questions and Answers

Question 1: Do you need a plumbing license?

Answer 1: No.

Question 2: Do you need to locate the pumping station on each lot in the design plan submittal?

Answer 2: The Engineer shall provide a general pump station location at each lot and depict the estimated length of the service line on the plans. It is the Engineers responsibility to evaluate service line conditions and ensure the most efficient pump selection is made. The final location of any pump station shall be made by the Engineer prior to installation.

If you have any questions, please call me at 545-4320.

Sincerely,

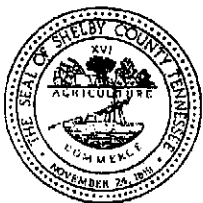
A handwritten signature in black ink, appearing to read "Michael Oakes". The signature is stylized with a large, looped "M" and a cursive "Oakes".

Michael Oakes, P.E.

Shelby County Engineer

Cc: Ahmad Nemati, P.E.,

File



Shelby County Government

June 01, 2009

A C Wharton, Jr.
Mayor

TO ALL BIDDERS:

RE: Engineering and Installation of Low Pressure sewer System in Cotton Creek Subdivision
Area of Shelby County Tennessee
Addendum No. 5 to RFP # 09-004-77

Please make the attached part of your proposal.

The selection of the successful contractor will be based on the lowest bid for the system selected that is within the available budget when the proposals are evaluated. The Grinder Pump system is preferred if the price is within the budget.

If you have any questions, please call me at 545-4320.

Sincerely,

Ahmad Nemati, P.E.

Senior CIP Engineer

Acting Senior Land Development Engineer

Cc: Michael Oakes, P.E.,

Shelby County Engineer

File



Shelby County Government

June 04, 2009

A C Wharton, Jr.
Mayor

TO ALL BIDDERS:

RE: Engineering and Installation of Low Pressure sewer System in Cotton Creek Subdivision
Area of Shelby County Tennessee
Addendum No. 6 to RFP # 09-004-77

Please make the attached part of your proposal.

Questions and Answers

Question 1: Is PE allowed for service lines?

Answer 1: No. Polyethylene pipes are not allowed.

Question 2: Is the check valve and the lockable ball valve required for all 102 lots, or
can the check valve be added as the service is added?

Answer 2: Check valve/lockable valve assembly with service box should be installed at
all 102 lots with the collection pipe.

Question 3: In the \$/LF amount where should the Collection Main equipment stop and the
Service line equipment start?

Answer 3: At the valve in the service box.

Question 4: Should the service bore/crossings be included with the collection main \$/LF?

Answer 4: Yes, the bore/crossings from the collection main to the service box should be
included in the collection main \$/LF

Question 5: Are casings required for collection mains crossing public R.O.W.?

Answer 5: No.

Question 6: Is ductile iron acceptable when transitioning from PE to PVC in the collection main?

Answer 6: N/A - No. Polyethylene pipes are not allowed.

Question 7: Is a traffic control plan required for the work in Raleigh-LaGrange and Collierville Arlington?

Answer 7: No.

Question 8: Are TDOT permit fees for crossing Collierville-Arlington reimbursable?

Answer 8: N/A – TDOT does not require a permit for crossing Collierville-Arlington Rd.

If you have any questions, please call me at 545-4320.

Sincerely,



Michael Oakes, P.E.

Shelby County Engineer

Cc: Ahmad Nemat, P.E.,

File



UTILITY SOLUTIONS LLC
US CONSTRUCTION LLC

UTILITY SOLUTIONS LLC US CONSTRUCTION LLC

Engineering, Construction and Right of Way Acquisition

6220 GREENLEE ST., SUITE 1 • ARLINGTON, TN 38002 • (901) 867-7498 • FAX (901) 867-7499 • www.utilitysolutionsllc.net

June 4, 2009

Shelby County Government

160 N. Main Street, Ste. 550

Memphis, TN 38013

Subject: Qualifying Experience for Low Pressure Collection System in the Cotton Creek Subdivision Area of Shelby county, Tennessee

To Whom It May Concern:

Utility Solutions, LLC is now in its tenth year of providing expert consultation on all phases of utility engineering. We are active members of the Tennessee Onsite Wastewater Association (TOWRA) and the National Onsite Wastewater (NOWRA), and represent Tennessee Wastewater Systems, Inc in the West Tennessee area. Specifically for sewage, we have designed over fifty (50) on-site septic tanks and gravity systems and four (4) decentralized Reticulating Sand Filters (RSF) treatment systems with drip irrigation disposal. We have also constructed most of these systems through our sister construction company US Construction, LLC. US Construction, LLC is a licensed contractor and licensed wastewater installer.

Utility Solutions has over five (5) years experience operating and maintaining two RSF decentralized systems with drip disposal fields. We hold State of Tennessee Biological/Natural Operator License and a State of Tennessee Wastewater Collection License. One of these systems is operating at the India Cultural Center on Highway 64, and the other is for the Bolton Estates Subdivision in North Shelby County.

Utility Solutions, LLC in concert with our associate company US Construction has over ten (10) years experience designing installing and maintaining onsite septic systems. We have faced the challenges of this type of project many times, and have the staff and experience to present effective solutions each time.

Representative engineering and construction experience of US Construction and Utility Solutions with the following sewer systems.

LPP systems (design and construction):

1. 235 Willow Bend Way
Arlington, TN 38002
2. 120 Oak Hollow Cove
Memphis, TN 38116
3. 90 Oak Hollow Cove
Memphis, TN 38116
4. 215 Monterey Oaks Cove
Eads, TN 38028
5. 75 Notting Creek Cove
Eads, TN 38028

Decentralized Collection Systems:

1. Shaw's Creek Subdivision (construction only)
2. Bolton Estates Subdivision (design and construction)
Shelby County, TN

3. The Fountains (design and construction)
Jackson, MS
4. India Cultural Center (design and construction)
Shelby County, TN

Conventional Sewer Systems:

1. Holly Springs MS (construction)
2. Walnut, MS (construction)



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF GROUND WATER PROTECTION
PERMIT FOR 2009
SUBSURFACE SEWAGE DISPOSAL SYSTEM INSTALLER

Permit Number: 11199

US CONSTRUCTION, LLC
6220 GREENLEE STREET
SUITE 1
ARLINGTON, TN 38002

Is Hereby Granted Permission To Install The Following Types of
Subsurface Sewage Disposal Systems:

Permit Type: **CLMO**

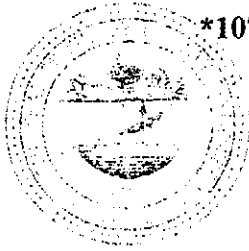
Legend: Conventional (includes chamber and gravelless pipe) - {C};
Low Pressure Pipe - {L}; Mound - {M}; Oxidation Lagoon - {O}

By The Tennessee Department Of Environment And Conservation
In Accordance With The Provision Of Rule 1200-1-6-.18 Of The
Regulations To Govern Subsurface Sewage Disposal Systems As
Authorized By Tennessee Code Annotated 68-221-403(a)(7).

Director

This permit is good until suspended or revoked by the Tennessee
Department of Environment and Conservation and automatically
becomes invalid on January 1, 2010. This permit is not transferable
or assignable.

SI-09-11199
Memphis and Shelby County Health Department



*1075 Mullins Station Road - Memphis, TN - 38134
Pollution Control-Water Quality Branch



Septic Tank Program

SUBSURFACE SEWAGE DISPOSAL SYSTEM INSTALLER PERMIT

Permit Number: SI-09-11199

Jerry Olds
(Owner)

US Construction, LLC
(Name of Business)

6220 Greenlee Street, Arlington, 38002
(Business Address)

Is Hereby Granted Permission to Install The Following Types of Subsurface Sewage Disposal Systems:

Conventional	<u>X</u>
Low Pressure Pipe	<u>X</u>
Mound	<u>X</u>
Other (specify)	<u>Oxidation Lagoon</u>

Issued this 15th day of January, 2009.

Greg Kink
Supervisor

This permit is good until suspended or revoked by the Health Department and automatically becomes invalid on **January 15, 2010**. This permit is not transferable or assignable.



"Protecting our most valuable resource Water"

**UTILITY SOLUTIONS LLC
US CONSTRUCTION LLC**

Engineering, Construction and Right of Way Acquisition

UTILITY SOLUTIONS LLC
US CONSTRUCTION LLC

6220 GREENLEE ST., SUITE 1 • ARLINGTON, TN 38002 • (901) 867-7498 • FAX (901) 867-7499 • www.utility-solutionsllc.net

July 31, 2009

Shelby County Engineering
160 North Main Street
Memphis, TN 38103
Attn: Mr. Michael Oakes

Dear Mr. Oakes:

In reference to our telephone conversation this morning regarding the "Low Pressure Sewer System for Cotton Creek Subdivision" our previous bids are as follows (see attached bids):

Base Bid -	\$549,970.19
Alternate #1 -	<u>33,820.94</u>
Total Bid	\$583,791.13

Please consider an additional cost of \$800 per unit for a commercial rated hydromatic system over the presently bid hydromatic residential unit. The manufacturer also recommended the elimination of the emergency generator connection with a credit of \$200 per unit or an additional cost of \$600 per unit without the connection. This would amount to \$55,200 (92 lots x \$600) additional or a total of \$638,991.13.

*Note that if Alternate #1 (item #5) is deleted the credit is \$140.88 and not \$200 as indicated above.

Additionally, in lieu of Alternate #1 (item #2) the corrosion treatment of the Boyle Wetwell, we propose to install a sewer manhole on Raleigh-Lagrange slightly west of Collierville/Arlington with an 8" gravity sewer bored to the present wetwell. This would eliminate the requirement to coat the wetwell, bypass pump, open cutting of Raleigh-Lagrange, and minimize impact upon the Boyle Property.

Please contact me at (901)237-5034 if clarification is required.

Sincerely,

Kenneth J. Olds, PE
President

CONTRACT

1. THIS AGREEMENT, made and concluded this ____ day of _____, 2009, by and between THE COUNTY OF SHELBY, TENNESSEE, known as party of the first part, and _____ his/their executors, administrators, successors, or assigns, known as the party of the second part.

2. WITNESSETH:

That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the parties of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said parties of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Bidders, Special Instructions to Bidders, Specifications, Proposal, Contract Documents and Contract Bond hereto attached, are all essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

APPROVED BY:

SHELBY COUNTY GOVERNMENT:
Parties of the First Part



County Engineer

BY: _____
Mayor of Shelby County

APPROVED AS TO FORM:

Director of Public Works

County Attorney

PARTY OF THE SECOND PART:

BY:  _____

Address

ATTEST: _____

02-0646836
Federal I.D. Number

CONTRACT BOND (Corporation)

Bond No. 2278018

KNOW ALL MEN BY THESE PRESENTS, That we, US Construction, LLC
a corporation organized under the laws of the State of Tennessee and licensed to do business in the
State of Tennessee, as Principal, and Insurance Company of the West a corporation organized and existing under the
laws of the State of California with authority to do business in the State of Tennessee, as Surety,
are held and firmly bound unto THE COUNTY OF SHELBY, TENNESSEE, in the penal sum of Six hundred
thirty eight thousand nine hundred ninety one & 13/100 DOLLARS (\$638,991.13)
lawful money of the United States, well and truly to be paid unto said SHELBY COUNTY, TENNESSEE, for the
payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by the presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has
entered into a written contract with THE COUNTY OF SHELBY, TENNESSEE, for the construction of the work
designated as ENGINEERING AND INSTALLATION OF LOW PRESSURE SEWER SYSTEM IN
COTTON CREEK SUBDIVISION AREA OF SHELBY COUNTY, TENNESSEE, which contract is hereby
referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and
agreed to perform to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished
to such Principal for the purposes of performing such work and has further agreed to pay all direct and indirect
damages to any person, firm, company or corporation suffered or sustained on account of the performance of such
work during the time thereof and until such work is completed and accepted; and has further agreed that this bond
shall insure to the benefit of any person, firm, company or corporation, to whom any money may be due from the
Principal, sub-contractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished
and that suit may be maintained on such bond by any such person, firm company or corporation, for the recovery of
any such money ON OR BEFORE THE EXPIRATION OF ANY GUARANTEE PERIOD AND/OR THE
REQUIRED ADVERTISEMENT PERIOD.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the
terms of said contract, and shall pay all sums of money due or to become due to any labor, materials, apparatus,
fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete
the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect,
that may be suffered or sustained on account of such work during the time of the performance thereof and until the
said work shall have been accepted and shall hold THE COUNTY OF SHELBY, TENNESSEE, harmless, its
officials, agents, and employees in account of any such damages, and shall in all respects full and faithfully comply
with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to
remain in full force and effect.

Approved this _____ day of _____,
A.D., 2009.

Corporate
Name: _____

President

Attest: _____

Secretary

SURETY Insurance Company of the West (Seal)

BY: _____ (Seal)

Attorney in Fact

Charles A. Stogner

BY: _____ (Seal)

Attorney in Fact

IN WITNESS WHEREOF, We have
duly executed the foregoing
obligation this _____ day
of _____ AD, 2009.

FOR SHELBY COUNTY GOVERNMENT:

Mayor of Shelby County, TN

Director of Public Works

APPROVED AS TO FORM:

County Attorney

State of Tennessee

County of Shelby

I, Patricia J. Ivy, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Charles A. Stogner who is to me personally known to be the same person who signed the above and foregoing instrument as the Attorney in Fact for Insurance Company, appeared before me this day in person and acknowledged that he signed the name of Charles A. Stogner of the West thereto, as his Principal and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under authority given him by said Principal.

Given under my hand and Notarial Seal the 12th day of Aug. A.D. 2009.



Patricia J. Ivy
Notary Public

MY COMMISSION EXPIRES
ON MARCH 17, 2010

ICW GROUP
Power of Attorney
Insurance Company of the West
Explorer Insurance Company **Independence Casualty and Surety Company**

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

RAY GREER, WILLIAM C. DOUGLAS JR., PAULA WHEELER, CHARLES A. STOGNER

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 2nd day of January, 2008.



INSURANCE COMPANY OF THE WEST
EXPLORER INSURANCE COMPANY
INDEPENDENCE CASUALTY AND SURETY COMPANY

Jeffrey D. Sweeney

Jeffrey D. Sweeney, Assistant Secretary

J. Douglas Browne

J. Douglas Browne, Senior Vice President

State of California }
County of San Diego } ss.

On January 2, 2008, before me, Mary Cobb, Notary Public, personally appeared J. Douglas Browne and Jeffrey D. Sweeney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Mary Cobb

Mary Cobb, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, _____.

Jeffrey D. Sweeney

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

I.C.W. GROUP

☒ **INSURANCE COMPANY OF THE WEST**

☐ **EXPLORER INSURANCE COMPANY**

☐ **INDEPENDENCE CASUALTY AND SURETY COMPANY**

11455 EL CAMINO REAL, SAN DIEGO, CA 92130-2045

P.O. BOX 85563, SAN DIEGO, CA 92186-5563

(858) 350-2400 FAX (858) 350-2707

www.icwgroup.com

BOND NO. n/a

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, US Construction, LLC, (hereinafter called the Principal), and Insurance Company of the West, a corporation organized and doing business under and by virtue of the laws of the State of California, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of Tennessee, as Surety, are held and firmly bound unto Shelby County, Tennessee (hereinafter called the obligee) in the just and full sum of five percent of amount bid Dollars (5%) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the above bounden Principal as aforesaid, is about to hand in and submit to the obligee a bid or proposal dated June 5, 2009 for bid Low pressure sewer system for Cotton Creek Subdivision - Shelby County, TN in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefor.

NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said principal and said Surety have caused these presents to be duly signed and sealed this 5th day of June, 2009.

US Construction LLC

BY: _____

Michael P. Quinn, Principal

Insurance Company of the West

BY: _____

Charles A. Stogner
Charles A. Stogner
Attorney-in-Fact

ICW GROUP
Power of Attorney
Insurance Company of the West
Explorer Insurance Company **Independence Casualty and Surety Company**

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

RAY GREER, WILLIAM C. DOUGLAS JR., PAULA WHEELER, CHARLES A. STOGNER

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 2nd day of January, 2008.



Jeffrey D. Sweeney

Jeffrey D. Sweeney, Assistant Secretary

State of California }
 County of San Diego } ss.

INSURANCE COMPANY OF THE WEST
EXPLORER INSURANCE COMPANY
INDEPENDENCE CASUALTY AND SURETY COMPANY

J. Douglas Browne

J. Douglas Browne, Senior Vice President

On January 2, 2008, before me, Mary Cobb, Notary Public, personally appeared J. Douglas Browne and Jeffrey D. Sweeney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Mary Cobb

Mary Cobb, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 5th day of June, 2009.

Jeffrey D. Sweeney

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2009

PRODUCER (901)386-2400 FAX: (901)377-0852

Kellon Insurance Agency, Inc

2951 Elmora Park Road

P.O. Box 34667

Bartlett

TN 38184-0667

INSURED

U.S. Construction

6220 Greenlee, Suite #1

Arlington

TN 38002

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Auto-Owners Insurance Company

16998

INSURER B: Colony Insurance

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	064619-03029261-09	8/7/2009	8/7/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	4452134200	6/13/2009	6/13/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/> OO				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	03030941	8/7/2009	8/7/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	OTHER Installation Floater	064619-03029261-09	8/7/2009	8/7/2010	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Owners/Contractors	Binder89	8/12/2009	8/12/2010	Limit \$100,000
	Protective Liability				General Aggregate 2,000,000
					Per Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Shelby County is an additional insured as regard to General Liability.

CERTIFICATE HOLDER

867-7499

Shelby County
160 North Main Street
Ste. 350
Memphis, TN 38103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 26 (2009/01)

INS025 (200901)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SECTION D

SHELBY COUNTY GOVERNMENT

ENGINEERING DEPARTMENT

DESIGN REQUIREMENTS

**ENGINEERING AND INSTALLATION OF
LOW PRESSURE SEWER SYSTEM IN
COTTON CREEK SUBDIVISION AREA OF
SHELBY COUNTY, TENNESSEE**

DESIGN REQUIREMENTS

1. Scope of Work
 - a) The Proposer shall furnish all engineering services for the preparation of complete drawings and detailed specifications necessary to complete the Project
 - b) From the approved drawings and detailed specifications the Proposer shall furnish all labor, materials, equipment, services, and transportation necessary for the complete construction of the Project, including site work, structures and utilities.
2. Intent of the Contract Documents
 - a) The intent of the Contract Documents is to provide the County with a Project that is complete in all respects. All items necessary or reasonably required are to be provided to produce a complete and operational Project.
3. Plans and Specification- Requirements
 - a) The plans and specifications shall state the design codes, standards, and requirements used for the development of the plans, including the edition and applicable sections.
 - b) The design professional of record shall specify all tests and inspections that are required by the construction code and that are appropriate to achieve the Project goals. The design professional of record shall be retained to provide normal construction administration services and shall make periodic visits to the site to observe the quality of the work.
 - c) The final design drawings, specifications and calculations shall be signed and stamped by the appropriate Tennessee licensed professionals as complying with the requirements of the applicable codes, standards, practices and regulations. The design professionals of record shall retain full responsibility for the design.
4. Plan Check Peer Review.
 - a) The Proposer shall submit to the County two copies of the completed plans and specifications for review.
5. Plan Approval by the County Engineer
 - a) No plans shall be approved for construction without the express, written approval of the County Engineer. The County Engineer will not approve plans without resolution of any and all technical issues raised by any regulatory agency or independent reviewer.
6. Drawings and Specifications
 - a) The Proposer shall submit to the County for approval complete drawings and detailed specifications necessary to construct the Project, including drawings and detailed specifications for site layout and utilities. It is required that these drawings and specifications be prepared by Tennessee licensed engineer, or under its supervision and shall be signed or sealed by the engineer responsible for the preparation thereof.
 - b) The drawings and specifications shall set forth in detail all work necessary for the acceptable completion of the Project including the materials, quality of work and equipment required for the work shown, described or implied by this RFP. The drawings and specifications shall comply with all applicable Federal, State and industry codes, ordinances, and regulations.

7. Approvals Prior to Construction

- a) Review and approval of all drawings and detailed specifications must be obtained from the County before start of construction.

8. Submittals

- a) The Proposer shall submit all detailed fabrication drawings, shop drawings, samples, material lists, and manufacturer's equipment brochures setting forth in detail the work as it is to be performed by the Proposer
- b) The County shall approve submittals in writing prior to use of the materials for the work.

SECTION E

SHELBY COUNTY GOVERNMENT

ENGINEERING DEPARTMENT

SPECIAL PROVISIONS

**ENGINEERING AND INSTALLATION OF
LOW PRESSURE SEWER SYSTEM IN
COTTON CREEK SUBDIVISION AREA OF
SHELBY COUNTY, TENNESSEE**

STATE OF TENNESSEE
SPECIAL PROVISIONS #102B
UNBALANCED BIDS

The Department will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer.

SHELBY COUNTY, TENNESSEE
SPECIAL PROVISION # 105a
APPROVAL OF SHOP DRAWINGS

As soon as possible after naming the fabricator of a steel structure and before the shop drawings are prepared, the Contractor shall require the fabricator to submit prints of the shop drawing Title Sheet directly to the Shelby County Engineering Department. Shop drawings for all types of structures shall be submitted directly to the Engineering Department for handling with the checking agency and for distribution. A copy of the letter transmitting the shop drawings to the Engineering Department shall be furnished the project engineer.

Each shop drawing sheet shall contain in the title block the following:

The location, project number, and contract number. Shop drawings shall be submitted in sets with the drawing numbers running consecutively in each set, and if more than five (5) sheets in a set, shall be appropriately bound. Shop drawings marked "APPROVED" or "APPROVED AS NOTED" need not be resubmitted unless specifically asked for. The following minimum number of sets of shop drawings shall be submitted for approval.

It is recommended that a heading similar to the following be used in all correspondence:

Project Number

Location

Contract Number

SHELBY COUNTY, TENNESSEE
SPECIAL PROVISION 105.05
PRE-CONSTRUCTION SUBMITTAL REQUIREMENT

The Contractor shall be responsible for submitting asphalt mix design(s), concrete mix design(s), shop drawing(s), certification report(s), etc. for approval at the preconstruction conference or no later than thirty (30) days after the preconstruction conference. This is to allow sufficient time for review and approval.

Under no circumstances shall any materials be used or construction begin using any mix design or shop drawing prior to approval of submittals.

CONCRETE PLANTS, ASPHALT PLANTS, CEMENT TREATED BASE PLANTS, ETC.:

Regarding mix design submittal(s): The Contractor shall designate the plant location for the item(s) to be produced as per the mix design. The designated location shall not be changed by the Contractor without prior approval of Shelby County. The Contractor shall not be permitted to send any item(s) to the project without this approval. Any approved change(s) in plant location(s) shall require a mix design for that specific location. Any change(s) shall have prior approval and the approved design shall be on file with Shelby County per the requirements for the item(s) being produced per the mix design. Contractor(s) shall not change plant locations at will. Any change(s) shall only be made for an emergency type situation or with prior approval and a notification that such change is to take place. Convenience or poor planning shall not constitute being a valid reason for plant change(s). It shall be the Contractor's responsibility for coordinating the project work with the item(s) being produced and shipped.

REGARDING PROCESS CONTROL PLAN(S):

The Contractor shall submit a process control plan, with mix design submittals, which shall be approved by the Engineer. This process control plan shall be used by the Contractor per the specification requirements of the item being produced or supplied. This plan shall not be changed or otherwise altered without submittal and approval of a "new" plan.

SHELBY COUNTY, TENNESSEE
SPECIAL PROVISIONS 105.06
SCHEDULE OF WORK

The Contractor shall, in coordination with the Engineer, develop a proposed work schedule showing estimated work times for all major construction tasks. The schedule shall be updated as needed to afford the Engineer a view as to the progress and completion time. This schedule shall be submitted at the pre-construction conference and shall include a list of suppliers.

The Contractor shall follow this schedule unless a change is necessary. The Contractor shall notify the Engineer in advance of any deviation from this schedule. The plan of operations shall show the controlling item of work during each phase and a revised schedule shall be submitted when changed conditions warrant.

Sub-contractor notification: The successful Contractor shall submit to the Engineer at the pre-construction conference a list of any and all sub-contractor(s) that will be performing work under his supervision. The contractor shall also notify the Engineer before any change is made in sub-contractor(s) or suppliers of materials to the project.

Notification of sub-contractor(s) or suppliers shall in no way release the Contractor from any or all responsibility relating to work or liabilities relating to this contract.

SHELBY COUNTY, TENNESSEE
SPECIAL PROVISION 105.07A
DAMAGE TO SERVICE LINES

The Contractor shall immediately stop all work to repair any service lines that are damaged during construction. The construction process shall not commence until the damaged lines are satisfactorily repaired and the repair approved by the Engineer or his representative.

The Contractor shall also be responsible for any plumbing damage caused by foreign objects entering a broken water line.

The Contractor shall also be responsible for other damage caused by broken service lines including, but not limited to, damage to equipment due to interrupted service. This does not apply to cable television deemed by the Engineer to have been incorrectly installed.

SHELBY COUNTY, TENNESSEE
SPECIAL PROVISION 107.15
COMPLAINTS

The Contractor shall ensure that all complaints are resolved promptly. Upon notification by the Engineer or his representative, the Contractor shall respond immediately to correct the problem, regardless of severity.

The Contractor shall inform the Engineer in writing as to when and how the complaint was resolved.

If any complaint is not resolved to the satisfaction of the Engineer within 48 hours of receipt of the complaint by the Contractor, then all other work shall cease upon order of the Engineer or his representative until the complaint is resolved to the satisfaction of the Engineer.

It will be the Engineer's responsibility to handle all communication with private property owners and residents.

The Engineer will have the authority to schedule a conference involving the Contractor, the property owner, and the Engineer for the purpose of clarifying the nature of the complaint.

The Engineer will mediate all disputes and his decision will be final. Under no circumstances shall the Contractor negotiate directly with a property owner.

SECTION F

SHELBY COUNTY GOVERNMENT

ENGINEERING DEPARTMENT

**GENERAL REQUIREMENTS
AND
CONDITIONS**

**ENGINEERING AND INSTALLATION OF
LOW PRESSURE SEWER SYSTEM IN
COTTON CREEK SUBDIVISION AREA OF
SHELBY COUNTY, TENNESSEE**

SHELBY COUNTY GOVERNMENT
ENGINEERING DEPARTMENT
GENERAL REQUIREMENTS AND CONDITIONS

SECTION 1. DEFINITION OF TERMS

Whenever in the Specifications and Contract the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

1.01 County:

Shall be interpreted to mean THE COUNTY OF SHELBY, TENNESSEE, or its authorized representative.

1.02 Director

Shall be interpreted to mean THE SHELBY COUNTY DIRECTOR OF PUBLIC WORKS.

1.03 Engineer

Shall be interpreted to mean The SHELBY COUNTY ENGINEER, and/or the Project Manager delegated by the County Engineer to act as the County's authorized representative.

1.04 Project Manager:

The representative of the SHELBY COUNTY ENGINEER who has been delegated to act with the authority of the Engineer.

1.05 Bidder:

Any individual, firm, joint venture, or corporation submitting a proposal for work contemplated, acting directly or through a duly authorized representative.

1.06 Contractor:

The successful bidder to whom the contract is awarded.

1.07 Sub-contractor:

Any individual, firm, partnership, or corporation to whom the Contractor, with the written consent of the County, sublets, assigns, or otherwise disposes of any part of the work governed by the contract.

1.08 Surety:

Any corporation, individual or individuals, who engage to be responsible for the bidder's action in the execution of the contract upon the award of such; or who are bound with and for the Contractor to insure acceptable performance of the contract, payment of all obligations pertaining to the work, and fulfillment of such other conditions as may be specified or otherwise required by law.

1.09 Notice of Letting:

The official notice, sent to all prospective bidders, inviting proposals for all proposed improvements included in any one letting.

1.10 Notice to Bidder:

The official notice, included with the proposal form, inviting bids for the proposed improvement.

1.11 Plans:

All official drawings or reproductions of drawings detailing the work to be performed by the Contractor.

1.12 Proposal:

The written offer of the Bidder to perform the proposed work.

1.13 Specifications:

The collection of general directions, provisions, requirements and any supplements duly authorized and distributed by the County. This shall include written agreements, bonding requirements, quantities of materials to be furnished, and other documents detailing the methods or manner to be used to perform the work in a satisfactory manner.

1.14 Special Provisions:

Any and all directions, details, and requirements prepared to govern the method or manner of performing work of a specific nature which may not be adequately covered by the specifications. The special provisions shall govern the work and shall take precedence over the specifications and plans wherever they conflict therewith, but they shall not operate to annul those portions of the specifications with which they are not in conflict.

1.15 Proposal Guarantee:

Security required as assurance that the bidder, if determined to be the lowest, responsive and responsible bidder, will post the required bond and enter into a contract with the County for the acceptable performance of the work.

1.16 Award:

The acceptance of the lowest, responsive and responsible bidder subject to the execution and approval of a satisfactory contract, bonding to secure the performance thereof, submittal of the required certifications of insurance, and adherence to any and all other conditions as may be specified or otherwise required by law.

1.17 Contract:

The written agreement covering the performance of the work and the furnishing of labor and materials for the construction of the work. The contract includes the proposal, contract bond, plans, specifications, general requirements and conditions, special provisions, and all other material bound herewith, and any and all supplemental agreements.

1.18 Supplemental Agreement:

The written agreement executed by the County and the Contractor, with the assent of the surety, governing modifications or alterations of the terms of the original contract.

1.19 The Work:

The total construction process necessary to satisfactorily complete the contract including any and all authorized alterations, extensions, and deductions. Also included are all labor, tools, equipment, materials and incidentals necessary for the satisfactory completion of the contracted improvement.

1.20 Word Usage and Gender:

Except where the context clearly indicates to the contrary, words in the present tense include the future, words in the singular include the plural and words in the plural include the singular.

The masculine gender shall include the feminine, the feminine gender shall include the masculine, and the neuter gender shall include both masculine and feminine.

The word "shall" refers to mandatory requirements.

The words "Authorization" and "Authorized" shall mean authorization in writing by the appropriate authority.

1.21 Latent Defect:

A defect that existed at the time of County acceptance but could not be discovered by a reasonable inspection.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 Contents of Proposal Form:

The County shall furnish a set of contract documents to each potential Bidder upon receipt of a non-refundable deposit as set forth in the official notice to bidders. All documents bound with or attached to the contract shall be included as part of the Bidder's proposal form and shall not be detached or altered. Any subsequently issued addenda shall be attached to the set of contract documents and shall become part of the contract bid documents.

2.02 Interpretation of Estimate of Quantities:

A table of estimated quantities of materials to be furnished by the Contractor shall be included as part of the contract documents. The estimated quantities are given only as a basis for comparison of the proposals and the award of the contract. The County does not expressly or by implication agree that the actual quantities shall correspond to the estimated quantities. The Bidder shall not plead misunderstanding or deception because of errors or discrepancies in said estimates of quantities, or in the character, locations, or other conditions pertaining to the work.

Final payment shall be based upon actual quantities used to complete the work at the contract unit prices as bid, but in no case shall payment be made for quantities over and above those specified by the plans, specifications, or special provisions unless otherwise directed by the Engineer. In the event of disputes over actual quantities to be paid, the Engineer's decision shall be final. The County reserves the right to omit bid items entirely or to increase or decrease any or all bid items. No allowance shall be made for any change in anticipated profits due to an increase, decrease, or deletion in the original estimated quantities.

2.03 Examination of Plans, Specifications, Special Provisions, and Site of Work:

Each Bidder shall, before submitting a bid, carefully examine the proposal, plans, specifications, special provisions, and contract and bonding forms. The Bidder shall inspect, in detail, the site of the proposed work and shall become familiar with any local conditions or detailed requirements of construction that may affect the progress of the work. The Bidder shall be responsible for proposal errors resulting from failure or neglect to comply with these instructions. The County shall not be responsible for any circumstances, events, or interpretations that cause or may cause a change in anticipated profits resulting from such failure or neglect.

2.04 Preparation of the Proposal:

Each Bidder's proposal shall be submitted on the form furnished by the County. The proposal shall be executed properly and bids shall be made for all items indicated on the proposal form. Except where requested or allowed by the special provisions, alternate bids will not be required, nor will alternate bids be used in the bid evaluation process. The Bidder shall indicate, in figures, a lump sum for the entire work or a unit price for each of the separate items stipulated in the proposal. For unit price contracts, the Bidder shall calculate the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum of the proposal shall be the summation of the said products and shall be entered on the proposal form in the space provided. All bids shall be conditional upon furnishing of a bid bond executed by a corporate surety company satisfactory to the County. All writing shall be printed in ink or by typewriter except the signature of the Bidder, which shall be written with the printed name beneath. Unit prices shall govern and any errors found in the product of a unit price and quantity shall be corrected and the correction reflected in the gross sum.

2.05 Proposal Guaranty:

Each proposal shall be accompanied by a bank draft, a cashier's check, a properly certified check, a letter of credit by a national bank or certificate of deposit therein, duly assigned, or an approved bid bond for not less than the percentage designated in the Notice to Bidders of the amount of the bid made payable to the County. In no case shall a bank cashier's check, bank draft, certified check, or other indemnity, as set out above, for less than \$300 be accepted.

2.06 Delivery of Proposals:

Proposals shall be delivered prior to the time of opening, to the place indicated in the Notice to Bidders. Each proposal shall be placed in a sealed envelope, plainly marked to indicate its contents including the sealed bid number and project name. Only sealed proposals shall be accepted.

Proposals sent by mail or special courier service shall not be opened, unless received at the place of letting prior to the time of opening proposals. Envelopes postmarked prior to the time of opening proposals but not received at the place of letting prior to the time of opening proposals shall not be accepted.

2.07 Withdrawal of Proposals:

Permission shall be given a Bidder to withdraw a proposal if a request is made in writing and received by the County before the time for opening proposals. If a proposal is withdrawn, the Bidder shall not be permitted to submit a proposal for the same work section at the same letting.

2.08 Public Opening of Proposals:

Proposals shall be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

2.09 Rejection of Proposals:

Proposals not accompanied by an approved form of proposal guaranty or which contain omissions, erasures, alterations, additions or alternates not specified by the original contract documents or other irregularities, may be rejected by the County as informal or insufficient.

2.10 Disqualification of Bidders:

All bidders are hereby advised that no award of contract will be made to any firm or individual that is currently debarred by the STATE OF TENNESSEE or the FEDERAL HIGHWAY ADMINISTRATION.

Any one or more of the following reasons may be considered sufficient for rejection of bids and disqualification of a Bidder:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same or different names.
- (b) Evidence of collusion among Bidders. Participants in such collusion shall receive no recognition as Bidders for any future lettings by the County.
- (c) Unbalanced proposals in which the prices for items are not in proportion to prices for other items.
- (d) Failure to submit a unit price for each item of work listed in the proposal.
- (e) Unsatisfactory performance record as shown by past work for the County, judged from the standpoint of workmanship and progress.
- (f) Contractor's uncompleted workload, which, in the judgment of the County, might hinder or prevent the prompt completion of work covered by these contract documents.
- (g) Lack of competency as revealed by financial statement or experience questionnaire, which may be required.

2.11 Competency of Bidders:

The bidder, if a corporation, shall show the name of the state in which the corporation is chartered.

Each Bidder, upon request, shall furnish the County with satisfactory evidence of competency to perform the work contemplated. The Bidder, upon request, shall submit to the County a financial statement prepared by a public accountant attesting to the overall financial state of the Bidder.

Before an award is made, the Bidder shall, at the request of the County, be required to file a statement of inventory of all equipment available to perform the work contemplated. This statement shall include an assessment of the condition and operational status of each piece of equipment. This statement shall also include an outline stipulating how the work will be conducted.

Before an award is made, the Bidder shall, at the request of the County, be required to furnish a statement showing the value of all uncompleted contract work for which the Bidder is committed. For complex projects, the County reserves the right to require a construction schedule showing major tasks to be completed and duration of the various activities.

SECTION 3. AWARD AND EXECUTION OF CONTRACTS

3.01 Consideration of Proposals:

The unit price proposals received shall be compared on the basis of the summation of the products of the items of work listed and the unit prices offered. In case of a discrepancy between the gross sum shown in the proposal and that obtained by the summation of the products of the quantities of work and the unit prices, the unit prices shall govern, and any errors found in said products shall be corrected by the County. This corrected gross sum shall be the amount used to evaluate the proposal.

The County reserves the absolute right to reject any or all proposals, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the County, the best interest of the County will be promoted thereby.

3.02 Award of Contract:

Except in cases where the County exercises the right reserved to reject any or all proposals, the contract will be awarded by the County, as soon as practicable after the opening of the bids, to the Bidder who has submitted the lowest, responsive and responsible bid.

If a contract is not awarded within 120 days of the opening of proposals, a Bidder may withdraw bids upon written notification to the County.

3.03 Return of Proposal Guaranty:

The proposal guarantees of all except the two lowest responsible Bidders shall be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guarantees of the two lowest responsible Bidders will be returned as soon as the contract and bond of the successful Bidder have been properly executed and approved.

3.04 Requirement of Contract Bond:

The successful Bidder, at the time of the execution of the Contract, shall deposit with the County a surety bond for the full amount of the contract. The form of bond and the surety shall be acceptable to the County.

3.05 Execution of Contract:

The Contract, executed by the Bidder, and the bond, executed by the principal and the sureties, shall be presented to the County within 14 days after the date of written notification of the award of the Contract.

3.06 Failure to Execute Contract:

Failure on the part of the successful Bidder to execute a contract and an acceptable bond, as provided herein, within 14 days from the date of notice of the award of the Contract, shall be considered as just cause for annulment of the award and forfeiture of the proposal guaranty to the County. This forfeiture of proposal guaranty shall not be considered a penalty, but, rather, as payment of liquidated damages sustained as a result of such failure.

3.07 Government Funding Clause:

This Contract is subject to annual appropriations of funds by the County. In the event the County does not appropriate funds for any fiscal period, this Contract may be terminated. In the event of such termination, Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Any retainage being held or payments due the Contractor will be paid to the Contractor within sixty (60) days of termination.

SECTION 4. SCOPE OF THE WORK

4.01 Intent of the Plans and Specifications:

The intent of the plans and specifications is to define the complete works contemplated by the County, which are to be undertaken by the Contractor in full compliance with the contract.

The Contractor shall perform all specified construction and such additional, extra, and incidental construction as may be necessary to complete the work to the finished lines, grades, cross-section and descriptions in a substantial and acceptable manner. The Contractor shall furnish all required materials, equipment, tools, labor and incidentals, unless otherwise provided in the contract, and shall include the cost of these items in the bid.

Unless otherwise specified in the plans, specifications or special provisions, all applicable site, road and bridgework will be performed in accordance with the latest edition of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction.

4.02 Special Work:

Should any construction or requirements not covered by the specifications be anticipated on any proposed work, special provisions for the same shall be prepared and included in the proposal form. These special provisions shall be considered as part of specifications, the same as though fully contained therein.

4.03 Alterations, Cancellations, Extensions and Deductions:

The County reserves the right to alter the plans, increase or decrease the improvement, add such incidental work as may be necessary, and increase or decrease the quantities of work to be performed in accordance with such changes, including, in the case of Unit Price contracts, the deduction or cancellation of any one or more of the unit price items. Such changes shall not be considered as a waiver of any conditions of the contract nor to invalidate any of the provisions thereof. If an increase in cost and/or time is necessary, it will be agreed upon prior to beginning any work on the change except when the project will be unduly delayed. In such case, the work will be started on a force account until final agreement is reached and confirmed in writing.

In Lump Sum contracts, a negotiated supplemental agreement between the Contractor and the County shall be required for any change increasing or decreasing contract price and/or time. The negotiations will be based on a proposal submitted by the Contractor to the Engineer detailing the elements that require contract modification in cost and/or time.

In Unit Price contracts, a written supplemental agreement between the Contractor and the County shall be required for each individual change which involves a net increase or a net decrease in the amount of the contract of more than 25 per cent of the original total contract price. A series of separate changes amounting

to more than 25 percent of the original total contract price over the duration of the contract are not subject to this requirement.

Should such changes in the plans result in an increase or decrease in the quantities of the work to be performed, the Contractor shall accept payment as follows:

- (1) All work that appears in the contract as specific items accompanied by unit prices shall, except as provided in Paragraph (2) below, be paid for at the contract unit prices. No allowance shall be made for delays or decreases of anticipated profits.
- (2) All such work not appearing in the contract under specific unit prices shall be designated as extra work and paid for as specified in Section 9, Measurement and Payment. This shall include work, which involves a substantial change in the location or in the nature of the design or in the type of construction which materially increases or decreases the cost of the work and which is not included in the prices bid for other items in the contract.
- (3) In cases where the total value of the work involved in the changes requires a supplementary agreement and the nature and scope of such work is such to require working methods or equipment at variance with and more costly than those required for the original quantities as shown on the plans and stated in the proposal, the Contractor may ask for an adjustment in unit prices which may be made by a negotiated agreement between the Contractor and the Engineer. No adjustment of prices shall be approved by the County without submittal of a cost/time proposal from the Contractor satisfactory to the Engineer.

If directed by the Engineer, the Contractor's cost proposal will be broken down into direct and indirect labor, overhead and profit, material costs, and equipment rental or ownership costs and other such factors as may be necessary to properly evaluate any cost proposal.

Once a supplemental agreement is agreed upon, it will be confirmed in writing and forwarded with a "Notice to Proceed" for the changed work. If an adjusted price cannot be thus agreed upon, the work may, by agreement between the Contractor and the Engineer, be done as extra work on a force account basis as provided in Section 9.07 (3), Payment for Extra Work.

Claims for extra work that have not been authorized in writing by the County shall be rejected.

4.04 Maintenance of Detours:

If and when detours are authorized, the Contractor shall, at the direction of the Engineer, set up, mark, and maintain suitable detour signs. The responsibility for maintenance of detours, including all traffic control devices, shall specifically be the responsibility of the Contractor, at no additional compensation, except as otherwise provided for in the special provisions or as noted on the plans. All road signs, pavement markings or other traffic control devices shall be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices.

4.05 Removal and Disposal of Structures and Obstructions:

Existing structures, such as manholes, sewer pipes, culverts, fences and buildings, which are not to remain in place, shall be removed by the Contractor in accordance with the special provisions. Salvageable material shall be transported or stored as directed by the Engineer.

4.06 Final Cleanup and General Surface Restoration:

Before final acceptance of the work to be done under this contract, the Contractor shall restore the job site to its original or better condition and shall repair or replace all private and public property damaged, moved or otherwise displaced in the construction of the improvement. No additional compensation shall be allowed for this work.

4.07 Closing of Traveled Ways:

No public or private thoroughfare including, but not limited to, entrances, exits, pedestrian walkways, or other established routes of transportation shall be closed, diverted, or otherwise restricted without prior written authorization of the Engineer.

If and when authorized by the Engineer, the closing of roads, driveways, sidewalks and parking areas required for the construction of the improvement including the placement and maintenance of any barricades or traffic control devices shall be the sole responsibility of the Contractor as noted in Paragraph 4.04 Maintenance of Detours, above, and in Paragraph 7, Barricades and Warning Signs, at no additional compensation.

When authorized by the Engineer, the Contractor shall, within no less than seven (7) days prior to the closure of the road, notify the following individuals or agencies completely describing the affected roads and the approximate duration of the construction. These parties include, but are not limited to:

- 1). County Sheriffs Department
- 2). County Fire Department
- 3). Ambulance service(s)
- 4). County School Superintendent
- 5). United States Postal Service
- 6). County Road Department
- 7). Civil Defense/Emergency Management Agency
- 8). Shelby County Public Affairs Office

4.08 Schedule of Prices-Lump Sum Contracts:

The Contractor shall submit a Schedule of Prices to the Engineer prior to the first request for payment. The Schedule of Prices shall breakdown the contract to major line item elements for the purposes of estimating progress payments. Each line item will show, with as much accuracy and balance as possible, the quantity, unit, and unit price. The Schedule of Prices will not be used as a firm basis in estimating future additive and deductive supplemental agreements.

SECTION 5. CONTROL OF WORK

5.01 Contractor to Supervise the Work:

The Contractor shall have control and be in charge of the work under this contract. The Contractor shall have and retain full and complete responsibility for construction means, methods, techniques, sequences or procedures; and for all safety precautions and programs for all employees, agents, servants or representatives, including all sub-contractors and for the public in general. The Contractor specifically agrees to assume these responsibilities. The Engineer shall not be responsible for any of the above procedures.

5.02 Authority of the Engineer:

The Engineer shall be the interpreter of the requirements of the contract and associated documents and shall be the sole judge of the performance and acceptability of the Contractor's work. The Engineer shall have the right to reject defective work so that the completed project will conform to the requirements of the contract. The Engineer shall also be the final authority in deciding any and all disputes involving quality and acceptability of materials furnished, interpretation of the plans, specifications and special provisions, acceptable fulfillment of the contract, compensation, disputes and mutual rights of the Contractors under the contract.

In case of failure on the part of the Contractor to execute work ordered by the Engineer, the Engineer may, at the expiration of a period of 48 hours after delivering notice in writing to the Contractor, proceed to execute such work as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the contract.

5.03 Contractor's Representative:

The Contractor shall designate a management representative to be on the job site whenever construction work is being performed. This representative shall have the authority to make any and all decisions pertaining to the completion of all contracted responsibilities and shall be responsible for the supervision of all Contractor's and sub-contractor's work crews.

The Contractor's management representative shall also have the authority to deviate from normal procedures as needed, satisfy complaints in a timely manner, and respond to any unforeseen circumstances which would require direct management decisions. If a situation arises that would require decisions that the Contractor's management representative cannot make, then all work shall cease until the Contractor designates a new management representative capable of making the decisions necessary to satisfactorily complete the work. This new management representative will then assume all duties and responsibilities of the previous representative.

5.04 Shop Drawings:

The Contractor shall submit to the Engineer, for approval, four (4) copies of each shop, working, or layout drawing pertaining to the construction of the work as required in the contract documents. All such documents shall be stamped and signed by a Licensed Professional Engineer registered by the State of Tennessee. Any work done or materials ordered prior to the approval of such plans or drawings shall be at the Contractor's risk.

The Engineer will approve or reject said shop drawings or similar documents and return two (2) annotated copies to the contractor. Engineer's approval of the shop drawings or similar documents shall in no way relieve the Contractor from responsibility for errors, omissions, or other irregularities in said shop drawings or documents. It shall specifically be the responsibility of the Contractor to verify all dimensions, coordinate with job site conditions, review and approve all information which relates to the process of fabrication or techniques of construction, and be responsible for the coordination of the work of all trades.

The cost of furnishing such drawings shall be incidental to the contract and no additional compensation shall be allowed the Contractor for any delays resulting therefrom.

5.05 Conformity With Plans:

The finished work shall conform to the plans, with the exception of such deviations as may be authorized by the Engineer.

5.06 Coordination of Specifications, Plans, Proposal and Special Provisions:

The specifications, the accompanying plans, the proposal, the special provisions, the general requirements and conditions, easement agreements, permit requirements and all supplementary documents are intended to describe a complete work and are essential parts of the contract.

A requirement occurring in any of them shall be binding. In case of discrepancy, dimensions shown in figures shall govern over scaled dimensions, specifications shall govern over plans, special provisions shall govern over both specifications and plans, and quantities shown on the plans shall govern over those shown in the proposal. Conditions of easement agreements and permit requirements shall govern over all other documents providing their requirements exceed the requirements of said other documents. The Contractor shall take no advantage of any apparent error or omission in the plans or specifications, and the Engineer shall be permitted and shall have the final authority to make such corrections and interpretations as deemed necessary for the fulfillment of the intent of the plans and specifications.

5.07 Cooperation by Contractor:

The Contractor shall notify the Engineer, in writing, a minimum of two working days in advance, of intention to begin work on the proposed improvement.

The Contractor shall keep one legible copy (field copy) of plans and specifications approved by the county engineer for construction available on the work site at all times during its prosecution. The Contractor shall make available to the Engineer or his representative the field copy of the plans and/or specifications for review. The Contractor shall be responsible for supplying sub-contractors, materials suppliers and others with copies of plans and specifications as needed.

The Contractor shall give attention to the work sufficient to produce optimum progress thereof and shall fully cooperate with representatives of the County. There shall be on the work site at all times a competent

English speaking representative authorized to receive orders and act for the Contractor, as designated in Section 5.03, Contractor's Representative, above.

5.08 Cooperation with Utilities:

The Contractor shall notify all utility companies, public and private, in advance of commencing work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are located within the limits of the proposed construction shall be assumed by the Contractor at no additional compensation, except as otherwise provided for in the special provisions or as noted on the plans.

It is understood and agreed that the Contractor has considered all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation shall be allowed for any delays, inconvenience, or damage sustained due to any interference from the said utility appurtenances or the operation of moving them either by the utility companies or by said Contractor, or on account of any special construction methods required in prosecuting the work due to the existence of said appurtenances either in their present or relocated positions. The Contractor shall be liable for any and all damage done to utilities by his forces.

Where water lines and sewer lines conflict, water lines shall be placed over sewer lines unless otherwise directed by the Engineer and shall conform to requirements of the State of Tennessee, Department of Public Health, Division of Sanitary Engineering and the Shelby County Health Department.

5.09 Encroachment on Rights-of-Way and Easements:

Except where otherwise specified in the plans, specifications or special provisions, the Contractor shall be responsible for following any special instructions or requirements to work within the rights-of-way or easements of any public or private utilities, railroad companies, gas transmission companies, or any other public or privately owned entities where work may occur. The Contractor shall also be responsible for fully complying with the established procedures of the above applicable entities including, but not limited to, obtaining permits, notification of when work is to be performed, providing any required insurance coverage, providing any required special construction procedures, and payment of any fees required by the above mentioned entities. No additional compensation shall be allowed for the expense involved in following the above instructions and any and all costs shall be included with the contract unit prices. The Contractor shall not be responsible for obtaining rights-of-way or easements for the County in order to perform the work described in the contract documents.

5.10 Construction Permits:

All construction permits such as grading, road cuts and other necessary and related permits, shall be obtained by the Contractor from the County Engineering Department prior to commencing the pertinent phase of the work.

5.11 Authority and Duties of Project Manager:

The Project Manager has been delegated authority by the County Engineer to act as the "Engineer" (see Section 5.02). This authority has been limited only as to final resolution of disputes. The Project Manager has full authority to permit changes in cost and time. Any cost or time increase authorized by anyone other than the Project Manager or the County Engineer will be disallowed. Any such increase will be authorized in writing except in unusual cases in which undue delay or cost may be occasioned in which a verbal "Notice to Proceed" will be issued followed as soon as possible by written confirmation.

5.12 Authority and Duties of Inspector:

Inspectors employed or contracted by the County shall be authorized to inspect work and materials, and to perform such other duties as may be designated by the Engineer. The inspector shall have the authority to accept or reject any and all work to insure proper compliance to the plans and specifications except matters involving changes in cost or time will be referred to the Project Manager.

5.13 Removal of Defective and Unauthorized Work:

All work that has been rejected or condemned shall be remedied or removed and replaced in a manner approved by the Engineer, at the Contractor's expense. Upon failure on the part of the Contractor to comply promptly with any order of the Engineer made under the provisions of this article, the Engineer will, after giving notice to the Contractor, have the authority to cause defective work to be remedied, or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any compensation due, or to become due, the Contractor.

Work done without lines and grades being given, or beyond the lines shown on the plans, or any extra work done without authority, shall be considered as unauthorized and at the expense of the Contractor, and shall not be measured or paid for. Work so done may be ordered removed or replaced at the Contractor's expense.

5.14 Orderly Work Site Conditions:

The Contractor shall, at all times, keep the work site free from waste material and rubbish, which may accumulate during the construction process. All stored materials and equipment shall be placed so as to cause a minimum of inconvenience to other contractors and/or the public.

5.15 Final Inspection:

The Engineer, or his representative(s), shall make final inspection of all work included in the contract, or any portion thereof, as soon as practicable after notification by the Contractor that the work is complete and ready for acceptance. If the work is not acceptable to the Engineer at the time of such inspection, the Contractor shall be informed in writing as to the particular defects to be remedied before final acceptance can be made.

SECTION 6. CONTROL OF MATERIALS AND EQUIPMENT

6.01 Quality of Materials:

It is the specific intent of this contract to insure that only materials and/or equipment which conform to the requirements of the plans, specifications, and special provisions be used in all aspects of the construction process. All work shall be performed in such a manner as to produce a completed project that is workmanlike and acceptable in every detail. Copies of all tests shall be furnished to the Engineer.

6.02 Defective Materials or Equipment:

All materials or equipment not conforming to the plans, specifications, and special provisions shall be considered defective and shall be removed from the work and, if in place, they shall be removed at the Contractor's expense and replaced with acceptable materials or equipment meeting the said specifications. Any and all work done to correct defective construction shall proceed only after the corrective procedures have been approved by the Engineer. Upon failure of the Contractor to comply with any order of the Engineer pursuant to these provisions, the Engineer shall have authority to remove and replace defective materials and/or equipment and to deduct the cost of the removal and replacement from any monies due or to become due the Contractor.

6.03 Submittal and Testing Plan:

The Contractor shall carefully review all contract provisions, plans and specifications and prepare, for submittal at the pre-construction conference, a list of all submittals required by this contract. Additionally, a separate list shall be provided of all testing to be performed by the Contractor or his laboratory.

6.04 Sampling, Testing, Cited Specifications:

When requested by the County, the Contractor shall furnish a completed written statement of the origin, composition, and manufacture of any or all materials (manufactured or produced), which are to be incorporated in the work.

Unless otherwise provided, all materials shall be sampled and tested in accordance with the latest published standard methods of the American Society for Testing Materials (A.S.T.M) and/or the American Association of State Highway and Transportation Officials (AASHTO) and revisions thereof, in effect on the date of the invitation of bids, where such standard methods exist. In case there are no A.S.T.M. or AASHTO standards that apply, applicable standard methods of other recognized standardizing agencies shall be used as directed by the Engineer. The Contractor shall furnish an affidavit from the manufacturer or material supplier that the materials meet the specified requirements and tests.

The Engineer or his authorized representative shall have full authority to decide the sampling or testing methods to be used, and shall have the power to reject any and all materials or equipment which fails to meet the terms of the specifications. Such materials or equipment shall be removed from the work hereunder at the Contractor's expense. All materials or equipment that develop defects during the storage or construction period shall be removed and replaced, notwithstanding that they may have previously passed prescribed inspections or tests.

6.05 Inspection and Testing of Materials:

Unless otherwise provided, all testing shall be made by an independent testing laboratory designated or approved by the Engineer. The Contractor shall pay for the costs of tests, unless otherwise provided in the Special Provisions and/or in the Specifications. The Contractor shall furnish the materials to be tested, incidental materials and labor required at the site in connection with the tests and the transportation of materials to be tested to the laboratory. Any and all costs involved in the inspection and testing of materials shall be included in the unit prices as set forth in the contract and no additional compensation shall be allowed.

6.06 Stored Materials:

If it is necessary to store materials, they shall be protected in such a manner as to insure the preservation of their quality and suitability for the work. All stored materials shall be inspected at the time of use in the work, even though they may have been inspected and approved before being placed in storage. The Contractor shall be responsible for the loss, theft, or damage of all stored material on the job site even if partial payment has been made for said stored materials.

6.07 Warranty and Guarantees:

All work performed under this contract shall be constructed in accordance with the plans, specifications, general requirements and conditions, special provisions, and/or standard construction codes, and shall be guaranteed against defective material and workmanship by the Contractor and the Surety for a period of one year from the date of final acceptance.

The Contractor and the Surety shall guarantee that the type, quality, design, and performance of all items and equipment to be incorporated into the completed project meet all requirements of the contract documents and any other provisions provided by the Engineer.

The Contractor shall require of all equipment and material manufacturers and suppliers a written guarantee that all equipment and material shall function satisfactorily as an integral part of the completed project in accordance with the contract documents and any and all other provisions as supplied by the Engineer. This guarantee shall insure that the manufacturer or supplier will replace or repair, to the satisfaction of the Engineer, any and all defects in equipment and materials, which may develop within a period of one year from the date of final acceptance. This guarantee shall be submitted to the Engineer prior to incorporation of the equipment, material or supplies into the project.

This guarantee shall in no way relieve the Contractor of any responsibility for providing for satisfactory completion of the project in accordance with the contract documents and any other provisions as supplied by the Engineer. Enforcement of this guarantee shall be the responsibility of the Contractor.

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

7.01 Laws to be Observed:

The Contractor shall, at all times, observe and comply with all Federal and State laws, local laws, ordinances, and regulations which in any manner affect the conduct of the work, and all such orders or decrees as exist at the present and which may be enacted later, of legislative bodies or tribunals having legal jurisdiction or authority over the work. No plea of misunderstanding or ignorance thereof shall be considered. The Contractor shall indemnify and save harmless the County and all of its officers, agents, employees, and servants against any claims or liability arising from or based on the violation of such law, ordinance, regulation, order, or decrees whether by said Contractor, its' employees or its sub-contractors. No additional compensation shall be allowed for increased costs due to enacting of laws, ordinances, or regulations during the time of the contract.

7.02 Workmen's Compensation Insurance:

Prior to the approval of the contract by the County, the Contractor shall furnish to the County, certificates of insurance covering Workmen's Compensation or satisfactory evidence that this liability is otherwise satisfactorily addressed in accordance with the Tennessee Code Annotated, 50-6-101 et. seq., State of Tennessee.

Such insurance or other means of protection as herein provided shall remain in force until all work to be performed under the terms of the contract has been completed and accepted in accordance with the contract. It is hereby understood and agreed that the maintenance of such insurance or other protection, until acceptance of the work by the County, is a part of the contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under said "Workmen's Compensation Act" may be considered as a breach of the Contract.

7.03 Patented Devices, Material and Processes:

The Contractor shall provide suitable legal agreements with patentees or owners of any device, material, or process covered by letter, patent, or copyright for the use of such device, material or process. The agreement shall guarantee to hold harmless the County from and against all claims for infringement. Any and all costs for registration and certification to use protected devices, materials, or processes shall be included in the appropriate unit prices for the work.

It shall be the duty of the Contractor, if so demanded by the County, to furnish said County with a copy of the legal agreement with the patentee or owner, and, if such copy is not furnished when demanded, the County may, if it so elects, withhold any and all payments to the said Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor and surety shall indemnify and save harmless the County from any and all claims for infringement by reason of the use of such patented design, device, materials, or process, or any trademark or copyright in connection with the work agreed to be performed under the contract, and shall indemnify the County for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the work.

7.04 Permits and Licenses:

The Contractor shall procure all required permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. No additional compensation or reimbursements shall be paid to the Contractor for procurement of such licenses, charges, taxes, or fees.

7.05 Sanitary Provisions:

The Contractor shall observe all rules and regulations of the State or local Health Departments and shall take precautions to avoid creating unsanitary conditions.

7.06 Barricades and Warning Signs:

It shall be the sole responsibility of the Contractor to provide, erect and maintain all traffic control devices used on road or street construction or maintenance work and to maintain the project in such a manner as to adequately provide for the safety of the traveling public at all times. Any detour or interruption of normal traffic patterns or flow shall be approved in advance by the Engineer or the County Traffic Engineer acting for the Engineer.

All such traffic control devices shall conform to the applicable specifications set forth in the latest edition of the Manual on Uniform Traffic Control Devices and revisions to date. Prior to placing any such devices, the Contractor shall prepare and submit to the Engineer a traffic control plan, unless such a plan has been prepared as a part of the plans and specifications.

Traffic control devices shall be installed by the Contractor for all maintenance operations, and shall be properly maintained and/or operated during times as such special conditions require.

Traffic control devices shall remain in place only as long as needed and shall be immediately removed by the Contractor thereafter.

During stage operations, there shall be in place only those devices that apply to the conditions present. Signs not applicable to existing conditions shall be removed, covered, or turned so as not to be readable by oncoming traffic.

Barricade and sign supports shall be constructed and erected in a manner acceptable to the Engineer.

Weeds, shrubbery, construction materials or equipment, spoil, etc. shall not be allowed to obscure any traffic control device.

7.07 Use of Fire Hydrants:

If the Contractor desires to use water from fire hydrants, application shall be made by the Contractor to the proper authorities and shall conform to the municipal ordinances, rules or regulations concerning their use. Metering devices shall be used unless specifically exempted by the appropriate authorities.

Access to fire hydrants shall be maintained at all times for the use of the Fire Department. No material or other obstruction shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules or regulations, or within 5 feet of a fire hydrant, in the absence of such ordinances, rules or regulations. Under no circumstances shall metering devices or other connectors remain affixed to fire hydrants except when the hydrant is actually being used.

7.08 Protection and Restoration of Property:

If public, corporate or private property interferes with the work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection or disposition of such property. The Contractor shall furnish the Engineer with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection or disposition.

The Contractor shall be responsible for and shall take all necessary precautions for the protection of corporate or private property, including but not limited to walls and foundations of buildings, vaults, underground structures of public utilities, underground drainage and fences contiguous to the work, of which the contract does not provide for removal. The Contractor shall protect and carefully preserve all official survey monuments, property marks, section markers, and Geological Survey Monuments, and other similar monuments until the owner or an authorized surveyor or agent has witnessed or otherwise referenced their location or relocation. The Contractor shall take reasonable precautions to avoid disturbing any archaeological and other historic remains encountered during construction. The Contractor shall notify the Engineer of the presence of any such survey or property monuments or archaeological and historic remains, as soon as they are discovered.

The Contractor shall be responsible for any and all damage to public and private property, which may result from the following causes:

- 1) Neglect or misconduct
- 2) Omission of required special procedures
- 3) Failure to execute work properly
- 4) Failure to execute required work
- 5) Defective workmanship
- 6) Use of unsatisfactory materials
- 7) Any other action, whether willful or not, which results in damage.

The Contractor shall be required to repair all damage and to replace items deemed by the Engineer not able to be repaired. Upon failure of the Contractor to repair or replace damaged property within a period of 48 hours of notification by the County, the Engineer shall have the option of otherwise restoring the damaged property as necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under the terms of the contract. The Contractor's responsibility shall continue until the Engineer's final acceptance of the work.

The Contractor shall remove all mailboxes within the limits of construction, which interfere with construction operations and shall erect them at temporary locations, maintaining suitable access for the delivery of mail.

As soon as construction operations permit, the Contractor shall set the mailboxes at their permanent location. This work shall be performed as directed by the Engineer. Damaged mailboxes, posts, or other associated items shall be replaced at the Contractor's expense.

The cost of all materials required and all labor necessary to comply with the above provisions shall not be paid for separately, but shall be considered as incidental to the contract.

7.09 Responsibility for Damage Claims:

The Contractor shall indemnify, defend and hold harmless Shelby County Government including, but not limited to, the Shelby County Division of Public Works, the Engineering Department, and all officers, agents, servants or employees of Shelby County Government, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the said Contractor, its employees, agents or anyone directly or indirectly employed by it or its Sub-contractors; or on account of, or in consequence of, any neglect in safeguarding the work, or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or any other law, ordinance, order or decree. It is agreed that the Contractor shall be responsible for these provisions regardless of whether or not the loss for which indemnity is sought is caused in part by the County. While not limiting the amount recoverable, an amount of money due said Contractor, under and by virtue of the contract as shall be considered necessary by the County for such purposes, may be retained until such suit(s), action(s), claim(s) for injuries or damages shall have been settled and suitable evidence to that effect furnished to the County.

7.10 Contractors Insurance - Amounts

The Contractor shall carry Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate premises/operations; \$2,000,000 aggregate products/completed operations; \$1,000,000 personal and advertising injury limit; \$500,000 fire damage limit (any one fire), and \$5,000 medical expenses limit (any one person). Broad Form Endorsement is to apply. Coverage for explosion, collapse and underground hazards is to be included.

The Contractor shall carry, during the life of this contract, Commercial Automobile Liability Insurance in amounts not less than \$1,000,000 combined single limit on any motor vehicles engaged in operations within the terms of this contract.

The Contractor shall carry Workers' Compensation insurance as required by statute, including \$500,000 employer's liability.

The Contractor shall furnish to the County satisfactory proof of compliance with the insurance requirements, by insurers acceptable to the County, before commencing any work. Such proof shall consist of Certificates of Insurance executed by the representative insurance companies and filed with the County. Said Certificates shall contain a clause to the effect that, for the duration of the contract, the insurance coverages shall be cancelled or materially changed only after written notification thirty (30) days in advance to the County. In the event the County Engineer determines that increased limits or additional coverage is necessary for certain projects, the Contractor will be notified in writing by the County Engineer allowing for compliance with the request within fourteen (14) days.

The Contractor's liability insurance shall specifically cover, among other things, claims arising out of installation of barricades, signs, other traffic control devices, excavations, stored materials and equipment,

and all other similar facilities in connection with this contract, with Shelby County shown as an additional insured.

The Contractor shall require Sub-contractors, if any, not protected under the Contractor's insurance policies, to take out and maintain insurance of the same nature and amounts as required of the Contractor. The Contractor shall provide to the County proof of insurance of all sub-contractors retained to perform work in conjunction with this contract.

7.11 Personal Liability of Public Officials:

In carrying out any of the provisions of this contract or in exercising any granted power or authority thereby, the Contractor waives any claims, and agrees that there shall be no personal liability upon the Director of Public Works, the Engineer or any of their authorized representatives, it being understood that in such matters the above mentioned act as agents and representatives of the County.

7.12 Waiver of Legal Rights:

The County shall not be precluded or estopped by a measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. The County shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the Contractor and his sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the contract. Neither the acceptance by the County or any representative of the County, nor any extension of time, nor any possession taken by the County, shall operate as a waiver of any portion of the contract, any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

7.13 Right-of-Way:

The County will be responsible for securing all necessary rights-of-way in advance of construction. The Contractor waives any and all claims for interference, delay or damage upon acceptance of an order to proceed with the construction with the knowledge that the rights-of-way are still encumbered.

7.14 Load Restrictions on Project Under Construction:

The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction shall not be permitted. Hauling of materials over the base course or surface under construction shall be limited as directed by the Engineer. No loads shall be permitted on a concrete pavement, base or structure before the expiration of the curing period. The Contractor shall be responsible for all damages done by any equipment including, but not limited to, that of the Contractor, sub-contractors, and materials suppliers.

SECTION 8. PROSECUTION AND PROGRESS

8.01 Subletting or Assignment of Contract:

No less than fifty percent (50%) of the total contract cost of the work shall be performed by the Contractor's own organization, thus limiting the total allowable amount of subletting to no more than fifty percent (50%) of the total contract cost of the work to be performed. All transactions, negotiations, and correspondence of the County shall be with the Contractor. The County will refer all matters regarding payments, changes, scheduling, work progress, etc. of sub-contractors to the Contractor. Sub-contractors shall be recognized only in the capacity of employees or work crews of the Contractor and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell, or otherwise dispose of the whole or any part of the contract to any person, firm, or corporation without the written consent of the County. Subletting any part of the work to be done under the contract shall not, under any circumstances, relieve the Contractor of any liabilities or obligations.

8.02 Progress Schedule:

During the pre-construction conference, the Contractor shall submit to the Engineer, in a form acceptable to the Engineer, a satisfactory progress schedule, which shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of calendar days set up in the contract. Monthly updates of this schedule will be required if deviations have occurred. This schedule shall be used as a basis of establishing major construction operations, and for checking the progress of the work.

8.03 Prosecution of the Work:

The Contractor shall prosecute in such a manner and with such a supply of materials, equipment, and labor as is considered necessary to insure completion of the work in accordance with the progress schedule.

8.04 Limitations of Operations:

The Contractor shall conduct all work so as to create a minimum amount of inconvenience to vehicular and pedestrian traffic. At any time when, in the judgment of the Engineer, the Contractor has obstructed or closed a road or is carrying on operations on a greater portion of a road than is necessary for the proper prosecution of the work, the Engineer may require the Contractor to finish the section on which work is in progress before work is started on an additional section

Any closure of a roadway or detour shall be requested in writing and expressly approved by the County Engineer before any action is taken to divert traffic.

8.05 Character of Workmen:

The Contractor shall be responsible for efficient completion of the work and shall be responsible for control and discipline of all employees. The Contractor shall employ only competent and efficient laborers, mechanics, or artisans. Whenever, in the opinion of the Engineer, any employee is careless, incompetent, obstructs the progress of the work, acts contrary to instruction, or acts improperly, the Contractor shall, upon request of the Engineer, remove said employee from the work and shall not permit the employee to return to the project, except with the written consent of the Engineer.

8.06 Completion Dates:

The Contract Completion Date (CCD) shall be calculated on a calendar day basis, which shall consist of the number of calendar days stated in the Contract beginning with the effective date of the Engineer's order to commence work, including all Sundays, holidays and non-work days but not including the day notice is given. All calendar days elapsing between the effective dates of any orders of the Engineer to suspend work and to resume work for suspensions not the fault of the Contractor shall be excluded from the contract time.

The contract completion time shall be a fixed calendar date and it shall be the date of final acceptance of all work as specified under the contract including any and all additions, changes, and/or deletions as directed by the Engineer.

The number of days for performance allowed in the contract as awarded is based on the original of materials as defined in Sub-Section 2.02, "Interpretation of Estimate of Quantities". If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the contract time allowed for performance shall be increased on a basis commensurate with the amount and difficulty of the added work as determined by the Engineer.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified or as extended in accordance with the provisions of this sub-section, he may, at any time prior to the expiration of the contract time specified or as extended, make a written request to the Engineer for an extension of time setting forth therein the reasons for the request. The Contractor's plea that insufficient time was specified shall not be a valid reason for extension of time. It is expressly understood and agreed that the said Contract time described herein is a reasonable time for the completion of the work.

Extension of time will not be granted for delays caused by unsuitable weather or ground condition unless it can be shown that the weather for the construction period was unusually harsh-that the number of inclement days was above annual averages for the period. The burden of proof is on the Contractor to obtain National Weather Service or other data to support his plea.

If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Engineer may extend the time for completion by a properly executed Supplemental Agreement in such amount as the conditions justify. The extended time for completion shall be in full force and effect the same as though it were the original time for completion.

The daily time charge will cease when the Engineer has duly made final acceptance, as prescribed above in Section 5.14, "Final Inspection".

Nothing in this section shall be deemed to authorize the Contractor to incur expense on behalf of the County, or to authorize compensation to the Contractor in excess of the original contract price for the work.

8.07 Liquidated Damages:

Should the Contractor fail to complete the work within the time specified in the contract or within such extended time as may be allowed, the Contractor shall be liable to the County for all costs incurred for engineering and inspection, and such other expenses directly attributed by reason of the Contractor's failure to complete the work within the specified time, not as a penalty but as damages sustained. For each calendar day that any construction shall remain incomplete after the Contract Completion Date, the sum specified in the proposal form or as calculated from the following table, shall be deducted by the Engineer from monies due the Contractor.

<u>Amount of Original Contract Proposal</u>	<u>Amount of Liquidating Damages per Calendar Day</u>
\$0 to \$25,000	\$ 30.00
\$25,000 to \$50,000	\$ 50.00
\$50,000 to \$100,000	\$ 75.00
\$100,000 to \$200,00	\$100.00
over \$200,000	\$100.00 plus \$50.00 for each additional \$100,000 or fraction thereof.

8.08 Termination of the Contract:

The County reserves the right to terminate the contract if the Contractor:

- (1) Fails to begin construction in accordance with the terms of the order to begin work.
- (2) Fails to furnish proper materials, or to utilize proper construction methods and equipment.
- (3) Fails to remove and replace portions of the work, which are found to be unsatisfactory.
- (4) Discontinues prosecution of the work without the consent of the Engineer, or fails to resume operations at any time the Engineer directs.
- (5) Fails to maintain traffic in a safe and efficient manner, or to maintain completed portions of the work effectively.
- (6) Fails to maintain a rate of construction progress that, in the opinion of the Engineer, is sufficient to assure completion of the work within the specified time.
- (7) Fails, in any degree, to maintain the same financial responsibility on the basis of which the Contractor was prequalified for submitting the proposal for the work and of which award of this contract was made.
- (8) Fails or refuses to follow the proper orders of the Engineer.

Under any circumstances, the Engineer will serve written notice of intent to terminate the contract to the Contractor and the surety for reasons that will be set forth therein. If, within fifteen days of delivery of such notice, the surety, or the Contractor and the surety, have not taken sufficient steps to correct the circumstance(s) at fault to the satisfaction of the Engineer, the County may, in its absolute discretion, order the contract terminated.

The County may then appropriate or use any or all stockpiled materials and equipment on the ground or job site as may be suitable in accordance with Section 9.03, "Stockpiled Material and Equipment". The County may, at its' sole discretion, enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

In the event of termination, the Contractor shall be paid for work satisfactorily completed through the effective date of termination. All costs and charges incurred by the County, together with the cost of completing the work under contract, shall be deducted from any monies due or which may become due said Contractor. If such expense exceeds the sum which would have been payable under the contract, the Contractor and the Surety shall be liable and shall pay to the County the amount of such excess.

8.09. General Compliance with Laws

If required, the Contractor certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

8.10. Nondiscrimination

The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap, age, race, color, religion, sex, national origin or any other classification protected by Federal, Tennessee State Constitutional, or statutory law. The Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

8.11. Severability

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

SECTION 9. MEASUREMENT AND PAYMENT

9.01 Payment to Contractor:

The County will pay the Contractor for satisfactory work completed. Such payment will be based upon monthly estimates prepared by the Engineer in accordance with procedures set forth as herein provided.

9.02 Partial Payments:

Payments to the Contractor will be estimated by the Engineer based upon statements consisting of the Inspector's Daily Progress Reports, itemized job delivery or materials tickets, or other documents showing the quantity of work completed or materials supplied. These statements shall be prepared in a format satisfactory to the Engineer. Such estimates shall be approximate only and may not necessarily be based on detailed measurement. Lump sum items shall be estimated in accordance with the percentage of completion of the lump sum item. Following approval by the Engineer, monthly progress payments shall be made to the Contractor in an amount equal to ninety (90%) of the earned amount, said earned amount being defined as the portion of the project work completed in accordance with the contract as determined by the Engineer. Upon satisfactory completion of seventy (70%) percent of the work, the Engineer may, at his discretion, reduce the retainage to five (5%) percent. Progress payments shall not be deemed as final acceptance of the work performed by the Contractor. The retainage shall be retained until completion of the entire work to the satisfaction of the Engineer.

9.03 Stockpiled Material and Equipment:

An estimate may, at the discretion of the County and upon presentation of receipted bills and freight bills, be made for payment of the value of acceptable materials and equipment delivered and suitably stored on the work site and not used at the time of such estimate. The Engineer will determine items eligible for partial payment upon delivery. Payment will be made as a percentage of either the unit price of the item or the invoice price of the material. From the value of such material or equipment estimate, there will be deducted a retainage of up to ten percent (10%) as provided in 9.02, "Partial Payments". Such materials and equipment, when so paid for by the County, shall become the property of the County, and, in case of default on the part of the Contractor, the County may use, or cause to be used, such materials in the construction of the work provided in the contract. The amount thus paid by the County shall be deducted from estimates due the Contractor as the materials or equipment are used in the work.

9.04 Measurement of Quantities:

All work completed under the contract will be measured by the Engineer according to United States Measures. Quantities will be calculated from measurements made in accordance with requirements set forth under the basis of payment for each item.

9.05 Scope of Payment:

The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all materials, labor, tools, and equipment; for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work or from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work until its final acceptance by the Engineer; for all expense incurred by or in consequence of suspension or discontinuance of such prosecution of the work herein specified; for any infringement of patents, trademarks or copyrights; and for completing the work in an acceptable manner according to the plans and specifications.

The payment of any current estimate prior to final acceptance of the work by the County shall not constitute an acknowledgment of the acceptance of the work and shall not be deemed as final acceptance of any work performed by the Contractor. The payment of any estimate shall in no way abrogate or affect the obligation of the Contractor to repair, correct, or replace any defects or imperfections in the construction due to quality of materials or workmanship. The Contractor shall, regardless of any estimates paid, continue to be responsible for any and all damage discovered on or before final inspection and acceptance of the work. The Engineer will be the sole judge of any and all defects, imperfections, or damage, and the Contractor shall be liable to the County for failure to correct the same.

9.06 Increased or Decreased Quantities:

In the event of an increase or decrease in any item or work as given in the proposal, payment will be made according to the revised quantities as calculated by the Engineer. In no case, however, shall the actual pay quantities exceed that which is actually used to perform the work.

9.07 Payment for Extra Work-Unit Price Contract:

Extra work will be paid for under the following classifications:

(1) Lump Sum - This classification shall include all qualified extra work on which unit prices are not practical, and on which a fair price can be established agreeable to the Engineer and the Contractor in accordance with the provisions of Section 4.03, above or on proposals from not less than two sub-contractors qualified and acceptable to do the particular work. The contractor will be allowed reasonable mark-ups for overhead and profit on subcontract work.

Payment shall be made only after the Contractor has submitted a bill to the County and this bill has been approved by the Engineer.

(2) Unit Price - This classification shall include all qualified extra work that can be broken down or divided into units or work similar, in the opinion of the Engineer, to units on which bid prices have been received in this contract or on units based on a fair price agreeable to the Engineer and the Contractor in accordance with the provisions of Section 4.03, above. Work shall not be paid from over-runs or under-runs of unrelated quantities shown on the bid items of the proposal sheet in this contract.

Payment for this classification shall not include any markup or percentage increase if the contract unit price is used as the contract unit price already contains such increases. Payment shall be made only after the Contractor has submitted a bill to the County and this bill has been approved by the Engineer.

(3) Force Account - This classification shall include all qualified work that cannot be identified in either lump sum or unit price classifications.

The Contractor is warned that payment for this classification of extra work cannot be paid unless the following requirements have been fulfilled:

The Engineer's representative or inspector shall be furnished with a book or pad titled, "FORCE ACCOUNT", on which a complete record shall be recorded in triplicate. This record shall show the date and identity of the project, the Contractor, location, and shall describe the work to be done. All labor, material and equipment essential to the completion of the work shall be recorded, showing the actual time or quantity used. The Contractor's supervision of labor shall be limited to a foreman, and the time of said foreman shall be recorded only during the actual supervision of the laborers. The inspector and the Contractor's representative shall both sign all three copies of this record. Immediately after the completion of this record, the original copy shall be submitted to the County, the first carbon shall be retained by the Contractor, and the second carbon shall be retained in the record book for the inspector's job record.

Before the end of the pay period, the Contractor shall submit a bill to the County for the force account described on the inspector's report. The Contractor's bill shall show the rate of pay on labor and foremen (if used), the unit price or lump sum cost of the material, and the size and rate of rental on the equipment. The rate on the equipment shall conform to those included in the monthly rates of the Rental Rate Blue Book for Construction Equipment published by Dataquest, Incorporated, latest edition. Hourly rates shall be obtained by dividing the monthly rate by 176. The weekly, daily, or hourly rates published in the Blue Book shall not be used. No allowances or pay shall be allowed for fuel, lubricants, repairs, transportation, or any other incidental costs.

To the net total of labor, material and equipment costs, the Contractor will be allowed to add eighteen percent (18%) of the labor cost only. This addition is estimated to cover the total average mandatory labor costs.

The Contractor shall furnish the County with a certified copy of the month's payroll and material billing to support the prices shown on this bill.

Before payment is made, this bill shall be approved by the Engineer.

In the event the accumulated cost of extra work on this contract exceeds the allowable on the proposal sheet, all excess payment due the Contractor for extra work will be deferred until the final estimate.

9.08 Payment for Items Omitted When Partially Completed:

Should the County cancel or alter any portion of the contract which results in the elimination or noncompletion of any portions of the work partially completed, the Contractor shall be allowed a fair and equitable amount covering all items of work incurred prior to the date of cancellation, alteration, or suspension of such work. Should the County cancel or alter any portion of the contract which results in a total decrease of not more than 25 percent of the original contract price, the Contractor shall not be allowed any extra compensation other than the unit price extensions of the work actually completed. When such elimination or noncompletion involves a net decrease in the amount of the contract of more than twenty five percent (25%) of the original contract price, a supplemental agreement between the Contractor and the County shall be required.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of its cancellation, alteration, or suspension by the Engineer shall be purchased from the Contractor by the County at actual cost and shall thereupon become the property of the County, or, at the option of the Engineer, the unused acceptable material shall remain the property of the Contractor and such shall be paid the actual cost including freight, unloading, and hauling costs less the actual salvage value as determined by the Engineer. Materials ordered after the date of cancellation, alteration, or suspension shall not be eligible for any compensation and shall remain the Contractor's property.

9.09 As-Built Drawings:

The Contractor shall, prior to request for final payment, provide the Engineer one set of the construction plans amended to indicate the actual improvements constructed during the term of this Contract. The "as-built" drawings will depict any changes made in plan or elevation and will be sealed by a Professional Engineer licensed by the State of Tennessee and acceptable to the Engineer. The Engineer will review these plans within thirty (30) days of receipt to determine whether any corrections or re-work will be required prior to final payment and release of retainage.

9.10 Acceptance and Final Payment:

Whenever the improvement(s) provided for, and all conditions called for, by the contract have been completely performed and/or met on the part of the Contractor, and all parts of the improvement have been approved by the Engineer and accepted by the County, a final estimate showing the value of the work will be prepared by the Engineer as soon as the necessary measurements and computations can be made. All prior estimates upon which approximate payments have been made shall be corrected in the final payment. The amount of this estimate less any sums that have been deducted or retained under the provisions of the contract, will be paid the Contractor as soon as practicable after the final acceptance and the period of necessary advertisement has expired; provided the Contractor has furnished the County satisfactory evidence that all sums of money due for labor, materials, equipment, fixtures, or machinery furnished for the purpose of such improvements have been paid or that the person or persons to whom the same may be due have consented to such final payment.

The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities from any person or entity, regardless of where situated, for anything done or furnished to the work or in connection with the work or any act or neglect on the part of the County relating to or connected with the contract.

9.11 Latent Defects:

Neither the final payment on this contract nor any provision in these specifications shall relieve the Contractor of the responsibility of faulty materials or faulty workmanship which may show up within the extent and period provided by law or within the guarantee period of one year from final acceptance of the work performed under this contract, whichever is greater, nor of the responsibility of remedying such faulty workmanship, materials and/or equipment.

9.12 Audit and Inspection of Records:

The Contractor agrees to maintain books, records and accounts pertaining to the contracted improvements for a period of not less than three (3) years from the date of final payment, and to make these records available to authorized representatives of the County. Should State or Federal funds be used in the project, Contractor

agrees to make these records available to the authorized representatives of the State of Tennessee or the Federal Government as necessary.

INDEX OF TERMS

- adjusted price, 8
- adjustment of prices, 8
- anticipated profits, 3, 4, 8
- Award, 2, 6
- bid bond, 4
- Bidder, 1, 2, 3, 4, 5, 6, 7
- bonding forms, 4
- certificates of insurance, 15
- changed work, 8
- closing of roads, 9
- Competency, 5
- Conformity, 11
- Consideration, 6
- Construction Permits, 12
- contract, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26
- Contract Bond, 6
- Contractor, 1, 2, 3, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26
- copyright, 16, 18
- Damage Claims, 18
- defective, 10, 13, 15
- defective work, 10, 13
- detour signs, 9
- disputes, 3, 10, 12
- Disqualification of Bidders, 5
- easements, 12
- Engineer, 1, 3, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26
- estimated quantities, 3
- Execution of Contract, 6
- final authority, 10, 11
- final inspection, 13, 24
- Final payment, 3
- Fire Hydrants, 17
- force account, 7, 8, 25
- General Liability Insurance, 18
- guarantee, 15, 16, 26
- incidental work, 7
- increase or decrease, 3, 7, 8, 24
- Inspector, 12, 23
- Load Restrictions, 19
- Lump Sum contracts, 8
- Lump Sum Contracts, 9
- management representative, 10
- Manual on Uniform Traffic Control Devices, 9, 16
- material costs, 8
- materials, 2, 3, 7, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26
- net increase or a net decrease, 8
- Notice to Proceed, 8, 12
- overhead, 8, 24
- patent, 16, 18
- Payment for Extra Work, 8, 24
- permits, 12, 16
- plans, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 24, 26
- profit, 8, 24
- Project Manager, 1, 12, 13
- property, 9, 17, 18, 23, 25
- proposal, 1, 2, 3, 4, 5, 6, 7, 8, 11, 21, 22, 24, 25
- Proposal Guaranty, 4, 6
- Proposals, 4, 5, 6
- proposed work, 2, 4, 7
- quantities of materials, 2, 3
- Rejection, 5
- Restoration of Property, 17
- Right-of-Way, 19
- rights-of-way, 12, 19
- Salvageable material, 9
- Schedule of Prices, 9
- special provisions, 2, 3, 4, 7, 9, 10, 11, 12, 13, 15
- specifications, 2, 3, 4, 7, 10, 11, 12, 13, 14, 15, 16, 24, 26
- Stored Materials, 14
- submittals, 14
- supplemental agreement, 8, 25
- Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, 7
- Testing of Materials, 14
- Unbalanced proposals, 5
- unit price, 4, 5, 6, 7, 9, 23, 24, 25
- unit price contracts, 4
- Unit Price contracts, 7, 8
- unit prices, 3, 4, 6, 8, 12, 14, 16, 24
- Unit prices, 4
- Unsatisfactory performance, 5
- Utilities, 12
- Warranty and Guarantees, 14
- Withdrawal, 4
- Workmen's Compensation, 15, 16, 18
- written supplemental agreement, 8